Cumberland County

27 Northport Dr
Portland, ME 04103

Agenda - Final

Tuesday, April 21, 2026

5:30 PM

In person with the option to view online:
www.cumberlandcountyme.gov/live
The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

Board of Commissioners

District 4 - Chair Patricia Smith
District 2 - Vice Chair Tom Tyler
District 1 - Jean-Marie Caterina
District 3 - Stephen Gorden
District 5 - James Cloutier

Meeting will be streamed online: www.cumberlandcountyme.gov/live

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 26-010 Approval of the minutes, March 16, 2026, Executive Session of the Board of Commissioners

Attachments: Draft Executive Session Meeting Minutes March 16 2026

CD 26-011 Approval of the minutes, March 16, 2026, meeting of the Board of Commissioners

Attachments: Draft Meeting Minutes March 16 2026

INFORMATIONAL REPORT/PRESENTATIONS

CD 26-012 Presentation of the Jail Board of Visitors, 2025 Annual Report.

Attachments: 2025 JBOV Annual Report

CD 26-013 Regional Communications 2026 1st Quarter Newsletter

Attachments: 2026 1st Quarter Newsletter - Google Slides

CD 26-014 Informational Report FY26 Budget vs Actual Expenses Q3.

Attachments: Budget Report FY26 Thru March2026

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments on unrelated agenda items to three (3) minutes per speaker. The public comment period is limited to one (1) hour.

CONSENT AGENDA

26-033 Authorize the County Manager to enter into a 1-year extension with OakView Group for the venue management of the Cross Insurance Arena.

Attachments: 26-033 Position Paper
2026 OVG 1-year extension April 2026

26-034 Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2026 to March 31, 2027.

Attachments: Harpswell LE Position Paper 2026-2027
Harpswell LE Contract 2026-2027

26-035 Authorization of the Marine Patrol Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2026 to March 31, 2027.

Attachments: Harpswell Marine Patrol Position Paper 2026-2027
Harpswell Marine Patrol Contract 2026-2027.pdf

26-036 Authorize the County Manager to execute the attached Dispatch Contract between Frye Island and Cumberland County.

Attachments: April 2026 Position Paper Frye Island
Frye Island Dispatch Contract Signed

26-037 Proclaiming May 3 - 9, 2026 as National Correctional Officer Week.

Attachments: May 2026 Corrections Officers Week

26-038 Proclaim May 3 - 9, 2026 as National Public Service Recognition Week

Attachments: Proclamation Public Service Week

26-039 Proclaim May 10 - 16, 2026 as National Law Enforcement Week

Attachments: May 2026 Proclamation Law Enforcement Week

26-040 Authorize the County Manager to submit a grant application to the Bureau of Justice Assistance (BJA) in response to the FY 2025 Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Notice of Funding Opportunity (NOFO), with a total request of $1,300,000 over 36 months (June 1, 2026-May 31, 2029).

Attachments: PP_BJA_COSSUP_FY25_2026
Memo_BJA_COSSUP_FY25_2026
Grant Authorization Form COSSUP 26

26-041 Adopt the proposed Policies to meet State Statute and the Maine Criminal Justice Academy Board of Trustees requirements for the operation of a Law Enforcement Agency by the District Attorney's Office.

Attachments: Position Paper - DA Law Enforcement Policies
Use of Force
Vehicular Pursuit
Domestic Violence
Hostage-Barricaded Subject Incident
Response to Mental Illness
Civil Rights, Bias or Hate Crimes
Recording of Interviews
Sex Offender Registry
Citizen Complaints, Employee Misconduct, and Criminal Conduct by Officers
Death Investigations
Unannounced Search Warrants
Attorney-Client Privilege
Expectations of Truthfulness and Disclosure
Investigation of Sex Trafficking or Commercial Sexual Exploitation
Freedom of Access Requests

NEW BUSINESS

26-023 Approval of the Community Development 2026 Annual Action Plan including the allocation of CDBG and HOME partnership funds and contingency plans. Two public hearings required, final hearing on April 21, 2026.

Attachments: 2026 Position Paper CDBG-HOME 2nd Reading
CDBG - HOME Staff Report 3.9.2026
2026 Application Request Summary
Hazard Towers - HOME Funds
2026 AAP

26-042 Award a bid to Euna Solutions Inc. for the County's budget software.

Attachments: 26-042 Position Paper
Budget RFP Responses Breakdown - Sheet1
Cumberland County - RFP - BUDGET PREPARATION SOFTWARE - signed
Euna Draft Contract - Budget Order Form + SOW

26-043 Authorize the Cumberland County EMA Director and the Board of Commissioners to enter into the 2026 Intercounty Maine Mutual Aid Agreement between Cumberland County EMA and other Maine Counties.

Attachments: Position Paper EMA MMA
2026 Cumberland County EMA MAA Agreement

26-044 Acceptance of an additional $2,025,665.99 in grant funds from the Howard Buffet Foundation for the Sheriff's Office Human Trafficking Initiative.

Attachments: PP - Additional Grant Funds for Anti-Human Trafficking Initiative
Updated Budget

26-045 Authorize the Cumberland County Board of Assessment Review (BAR) to hear and decide applications for poverty abatement appeals submitted to Cumberland County.

Attachments: PP-Poverty Abatement Appeal Process

26-046 Authorize the County Manager to modify the United States Marshals Service Intergovernmental Agreement (IGA) No. 36-99-0088 to reflect the exclusion of Immigration and Customs Enforcement (ICE) detention at the Cumberland County Jail.

Attachments: 26-046 Position Paper
Amendment Letter USMS Contract April 2026

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Monday, May 18, 2026

ADJOURNMENT

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-010 **Agenda Date:** 4/21/2026

Title:

Approval of the minutes, March 16, 2026, Executive Session of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Department

Cumberland County
Board of Commissioners
Meeting Minutes - Draft

27 Northport Dr
Portland, ME 04103

The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

Monday, March 16, 2026 | **5:00 PM** | **Sebago Meeting Room, 27 Northport Dr, Portland, ME 04103**

Special Meeting for Executive Session

CALL TO ORDER

Present: 5 - Chair Patricia Smith, Commissioner Jean-Marie Caterina, Vice Chair Tom Tyler, Commissioner Stephen Gorden, and Commissioner James Cloutier

EXECUTIVE SESSION

26-017 The County Commissioners will go into Executive Session per 1 M.R.S.A 405(6)(E) to discuss the U.S. Marshals Inmate Contract.

Time into of Executive Session: 5:00 p.m.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that the Executive Session be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Time Out of Executive Session: 6:03 p.m.

A motion was made by Commissioner Gorden, seconded by Vice Chair Tyler, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

The Board will begin its regular meeting after it comes out of Executive Session.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-011 **Agenda Date:** 4/21/2026

Title:

Approval of the minutes, March 16, 2026, meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Department

27 Northport Dr
Portland, ME 04103

Cumberland County
Board of Commissioners
Meeting Minutes - Draft

The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

Monday, March 16, 2026 **6:00 PM** **Sebago Meeting Room**
27 Northport Dr
Portland, ME 04103

In person with the option to view online: www.cumberlandcountyme.gov/live

Meeting will be streamed online: www.cumberlandcountyme.gov/live

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at 27 Northport Drive, Portland, in the Sebago Lake Conference Room, the meeting was called to Order by Chair Patti Smith at 6:09 p.m.

ATTENDANCE

Present: 5 - Chair Patricia Smith, Commissioner Jean-Marie Caterina, Vice Chair Tom Tyler, Commissioner Stephen Gorden, and Commissioner James Cloutier

County Staff:
James Gailey, County Manager
Breana Gersen, Deputy County Manager
Katharine Cahoon, Admin and Special Projects
Theresa Grover, Director of Finance
Alyssa Johnson, Finance and Budget Manager

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 26-007 Approval of the minutes, February 17, 2026, meeting of the Board of Commissioners

Chair Smith requested that the time and action be corrected to show that public comment opened at 5:36 and closed at 6:35. Commissioner Gorden requested that the sentence, "If the contract is ended ICE inmates will lose access to Portland services," be struck. The Commissioners agreed to strike it from the minutes.

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that this Minutes Report be APPROVED AS AMENDED. The motion carried by a unanimous vote.

INFORMATIONAL REPORT/PRESENTATIONS

CD 26-008 Informational Report for Cumberland County Regional Communications Center, fourth quarter newsletter 2025.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that this Report be RECEIVED AND FILED. The motion carried by a unanimous vote.

CD 26-009 Informational Presentation of FY25 Audited Financials as presented by RHR Smith & Company.

The informational presentation for the fiscal year 2025 audited financials was presented by RHR Smith and company. Commissioner Gorden asked about the jail audit and there was quite a controversy between the counties about why the State wanted a specific audit of jails. Could Ron explain what specific data they're trying to focus on?

Ron Smith stated: They said that for every county that operates the jail, which is all of them except Sagadahoc and Lincoln that operate the jail authority. They want to be able to take that information and extrapolate that. So they said for every county where it's blended in with the county they want a separate product for the jail that's just jail that will take into consideration all the different business as access of jail, your inmate benefit account being one of them, any other trust funds, any jail programs for the inmates in there. That was a statute that they passed this past year.

Chair Smith asked when the reimbursement would arrive.
Ron Smith stated: I don't want to speak for the Department of Corrections.

Chair Smith asked: Are you here multiple days?
Ron Smith stated: We're here multiple days. We used to be here more days, but the emphasis on auditing now has been put into planning and risk assessments. Teresa and her staff, they listen, they're very good at uploading us information. So that will minimize the impact of how much time we're here.

Chair Smith thanked Ron Smith for his presentation and audit overview.

A motion was made by Commissioner Gorden, seconded by Commissioner Cloutier, that this Presentation be ACCEPTED. The motion carried by a unanimous vote.

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments on unrelated agenda items to three (3) minutes per speaker. The public comment period is limited to one (1) hour.

At 6:32 p.m. Chair Smith opened the public comment period. Public comment was received regarding the impact of ICE on the community and the role of the Cumberland County jail: Shelby Leighton, South Portland; Jack Obrien, Brunswick; Reverend Alison Smith, Harpswell; Olivia Pennington, Portland; and Tophi, Portland. At 6:45 p.m. Chair Smith closed the public comment period.

CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, to approve the Consent Agenda. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-018 Acceptance of $2,631.00 from the Maine Drug Enforcement Agency as Asset Forfeiture pertaining to a 2023 traffic stop in the Town of Brunswick.

This Order was APPROVED.

26-019 Authorization for the County Manager to Award the design services for the Fire Alarm Replacement at the courthouse to Jensen Hughes Inc. in the amount of $91,500

This Order was APPROVED.

26-020 Authorization of Cumberland County Manager Jim Gailey to execute documents in conjunction with the renewal of the City of Portland and Cumberland County HOME Consortium.

This Order was APPROVED.

26-021 Authorization for the County Manager to submit a proposal to the State of Maine Department of Public Safety in response to the FY 27 Substance Use Disorder Assistance Program Request for Applications

This Order was APPROVED.

26-022 Authorization for the County Manager to enter into a contract between Cumberland County and Cumberland County Friends of Restorative Justice for restorative justice services for an annual renewable contract up to three years.

This Order was APPROVED.

NEW BUSINESS

26-023 Approval of the Community Development 2026 Annual Action Plan including the allocation of CDBG and HOME partnership funds and contingency plans. Two public hearings required, final hearing on April 21, 2026.

Courtney Kemp: We started the process for reviewing the CDBG applications back in November when we released the application. The municipal oversight committee that's made up of one representative from each town or city throughout the county meets to approve the applications and within that committee we have an application review team. We had nine volunteers from the MOC this year that took the time to review, score, hold an open mic session to answer any other questions and then give the recommendation to the municipal oversight committee for the funding. The municipal oversight committee met two weeks ago to review those recommendations made by the review team and did approve five infrastructure projects and three public service projects.

Chair Smith thanked Community Development Manager Kemp for all of her hard work. She stated that she knows the work makes a big difference in a variety of communities. At 6:54 p.m. Chair Smith opened the public hearing. There were no comments from the public. At 6:54 p.m. Chair Smith closed the public hearing.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that the Order Requiring a Public Hearing be INTRODUCED ON FIRST READING to the Board of Commissioners, due back on 4/21/2026. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-024 Authorization for the County Manager to Award a Bid Cumberland County Jail Roof Replacement and Enter into a Contract between Cumberland County and Tecta America New England LLC for the roof replacement services in the amount of $2,164,100

County Manager Gailey stated: It actually is nice to see this item hit the agenda because we've had it in three or four different budgets and we've always had a more immediate emergency that we've needed to shift the money over to. We're bringing forth a bid to do the jail roof for just over $2.1 million. We feel as though that was a great bid from what we thought we were getting into in terms of a cost associated with that improvement. Tecta America New England LLC out of Massachusetts is the low bidder with the addendums that we had asked for pricing on.

Facilities Director Bill Trufant stated: To kick this project off, we had 17 different vendors show up for our pre-bid meeting. We ended up having four vendor supply bids. The bids we broke down into two styles of roofs. One was to replace what was existing which is a balanced roof. It's a rock covering. It's because the weight of the rubber membrane is held down by the weight of the rocks. On the other hand, we did an alternate which would have given us repairs to the skylights that are in the jail roof which gives the natural lighting that meets certain ACA requirements for natural light for the pods and also some masonry repairs on the on the hip roofs and the parapits on the roofing. We actually had four bids that came in out of the 17 that attended, they ranged from $2.1 million to $2.9 million. We actually decided with the financial constraints to be able to do the alternate, which is the masonry repairs, the skylights, and go with the different route of a fully adhered roof mechanically fastened. So that way we won't have to necessarily have the rock weight, the rubber membrane down.

Commissioner Tyler asked, the number two bid. How far above was it? Facilities Director explained, it's $27,000 more to do the fully adhered roof.

Commissioner Tyler asked, what the next bid amount above it was? Facilities Director Trufant, it's $271,000.

Commissioner Gorden asked, what kind of a performance bond do we have? Facilities Director Trufant explained.

Chair Smith asked, is it a 30-year roof, a 50-year roof? Facilities Director Trufant explained, it's a 30-year roof.

A motion was made by Commissioner Caterina, seconded by Vice Chair Tyler, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-025 Authorization for CCEMA to use grant funds totaling $239,971.04 for the purchase of a multi-mission robotic system from Teledyne FLIR.

EMA Director Michael Durkin presented his request: This is actually kind of a follow-up request because the commissioners already voted on this as a package of items when you accepted the grant. And what this item specifically is, is it's actually two separate robotic systems to be used by the Sheriff's SWAT team.

Commissioner Gorden asked: The equipment only moves on the ground? EMA Director Durkin confirmed that it only moves on the ground and does not fly.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-026 Authorization to apply for Congressionally Directed Spending for special operation vehicle storage in the Windham Fire Department and Sheriff's Office joint facility

County Manager Gailey explained: This item is a request for authorization to submit a congressional direct spending request through Senator Collin's office. The request is for a couple of garage bays attached to the new Windham fire station that's to be built. They would be looking to a $2 million congressional earmark to build these garage bays. Windham has been involved along the way and this item has been reviewed by the Grants Committee and has been brought forth from the Grants Committee to this body.

Deputy Chief Brian Pellerin stated: The new Windham fire station that's being built is a collaboration with the county and the Town of Windham and it's really an opportunity. We'll be moving some of our operations out into that location in Windham and Windham is really the crossroads for the areas that we serve. Portland as far as law enforcement purposes is kind of out of the way for the areas that we are routinely working in and working with those communities. And this will give us an opportunity while this project is under development and before construction has even been built to be able to add essentially two additional fire bays to this building where we would be able to relocate our command post vehicle our evidence crime scene vehicle our armor vehicle things like that are currently being housed on borrowed space and borrowed locations throughout the county either in the City of Westbrook, Windham Fire

Department, Grey Fire Department things like that. So, we're just really hoping that this is an opportunity where we're on the ground floor to move forward and make this request and really excited for this opportunity just to have the opportunity that we have so far with this collaboration with the Town of Windham.

Commissioner Gorden asked: What are the larger pieces of equipment that are going to be stored there and how often are they used?
Deputy Chief Pellerin explained: They're used regularly. Our command post vehicles the size of I would say a city bus and our armored vehicle would be the size of a dump truck, a triple dump truck. Our evidence crime scene vehicle is a repurposed ambulance about that size of a box truck. It's not repurposed. It's about the size of an ambulance with a box in the back. And then we have some other ancillary equipment too, boats and things like that that we would want for the dive team and things like that to relocate.

Commissioner Gorden asked about the use of the command post vehicle.
Chief Deputy Pellerin explained: Anytime we have an operation involving the ESU team or search and rescue. It basically brings those resources of cellular capability, radio, camera, we can operate out of that. It's also a piece of equipment that we loan throughout the county.

Chair Smith stated: I appreciate people are looking ahead and also recognizing the efficiencies it sounds like that we will have based on the central location and how we serve our wide swath of community members within the county. It seems like that specific location is really a huge win for us in terms of logistics, efficiency getting to and from all the different towns that we serve versus some of the sporadic places now where we have lots of different equipment kind of all over. It sounds like a fantastic move for us and I'm happy with congressional funds it won't really affect our budget necessarily. What would be some downsides?
Chief Deputy Pellerin explained: I'm not certain that there would be. Our plan at this point, we're still kind of exploring what our options would be, but I believe that we would be moving law enforcement services out to that facility. Right now, we have our vehicles stored in borrowed space. So, kind of the goodwill of the municipalities throughout the county that are allowing us to store the vehicles there.

Chair Smith explained: One of my pet peeves when I was a counselor in South Portland was like we buy these things, but are we going to be able to take care of them? Are we going to make sure we maintain them and have the building and the lifespan of whatever we're getting, whatever equipment it might be that we're going to try to maximize and optimize as much as we can in terms of taking care of that equipment, no matter the expense. It sounds like having its own garage and staying away from main winters is always a good thing, too. I'm in favor of this.

Commissioner Tyler commented, the third floor of this building is going to be the counties.
Chief Deputy Pellerin confirmed it is and would be unfinished.
Commissioner Tyler commented that Sheriff's department staff would be able to check on equipment and long term it's an ideal solution. Chief Pellerin added

that the building would be staffed with Windham personnel or county staff.

Commissioner Gorden asked if they would change the Jail operation center to that area for law enforcement services?
Chief Pellerin stated: Really the jail its location makes perfect sense for the population hub of Cumberland County where it's at. But we don't patrol really any areas in this area (Portland) other than the islands in Casco Bay.

Commissioner Gorden asked if that's where they refuel?
Chief Pellerin stated: Vehicle maintenance is done at the LEC now, but fueling is done remotely anyway. Through cards and gas stations and things like that, but this would be a place where we'll have a training room. We'll have facilities for offices or interviews.

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-027 Authorization to accept the Howard G. Buffet Foundation grant funding for a civilian Criminal Analyst position for five years.

County Manager explained: The grant has been submitted because the deadline to submit fell between two meetings and I believe it was just last week we had to get this grant in or the Sheriff's Office had to get it in.

Cheif Pellerin stated: I'll introduce the folks who will know more about it than I do, but Haley Baruso is here from Preble Street and Lieutenant Estabrook is here from the Sheriff's Office. Jim is our detective lieutenant and this is a collaboration through Haley's group that met with us and through the Howard Buffett foundation to fund a position to analyze human trafficking for all agencies throughout Cumberland County. So, this would be a Sheriff's Office position, but this person would be working with Brunswick PD, Portland PD, South Portland PD, Scarborough PD, just as that center spoke in the wheel, so to speak, to kind of analyze data, prosecutions, victims, resources, things like that.

Commissioner Gorden asked, if it was the trafficking of drugs and people? Chief Pellerin explained it is about trafficking people.

Social Worker Haley Baruso stated: I'm a clinical social worker and the director of an anti-trafficking program at Preble Street. We have been working with the Howard Buffett Foundation for three and a half years to continue to build out means of response to human trafficking. And so, when I'm talking about human trafficking, I'm describing both labor and sex trafficking. And what human trafficking is, any compelled activity through force, fraud, or coercion where a human being is used for somebody else's economic gain. Our program over the last 13 years has recognized that a holistic public health approach is how we best support survivors of human trafficking. And so our hope is that as we partner with the Cumberland County Sheriff's Office, as well as five other organizations throughout Maine, we're really able to continue to build out the response to survivors of human trafficking. have to answer more in-depth questions if that would be helpful.

Chair Smith stated: I'm on the grant committee, I'll give you a little of the inside conversations or questions that came up with this grant. And of my personal where I sit on the grant committee, I had concerns that first of all, the work is valuable. There's no doubt about it. There is human trafficking that's happening all around our country and our county. So it's important that we have groups like Preble Street and others who are working on this together. The fact that this came up through the Sheriff's Office, it's great to have this for the next five years, but the concern was after that fifth year, you move into year six, to have these resources there and then potentially fall off the cliff because financially we may not have the money. We have to be doing set aides now to come up with that kind of a salary for someone to continue in year six. What I understand it's $125,000 about but of course in five years that might be $175,000 you know how that goes so I think the grant committee was a little concerned with the financial hold it would have on future commissions and where we are with our budget and I know I think we all know this budget was challenging that we weren't hiring any new positions per se we weren't really we were just holding our own trying to get through the budget system so I think I was coming from a very fiscally prudent spot in not hiring new positions. This would be a brand new position. And to that, you know, we have lots of positions at the jail and the corrections officers and I know we're still trying to find people. So, we still have a lot of need in those hiring efforts versus bringing on a brand new position. I think that's why the committee was feeling a little not as robust of an approval on this. That they didn't feel like it was in their position to make that decision. So, that's the comment I can give you from the grant committee and the conversations that were had. I'm happy to hear from others since it's kind of put back to the commission.

Commissioner Cloutier stated: My comment would be I don't think trying to project some adverse consequence or what might be perceived as an adverse consequence five years out from here really gives me much pause to worry. I'm wondering the Howard Buffett Foundation. Are we talking about the legendary Buffett family or is that somebody else? That's right. Howard Buffett is Warren Buffett's son. That's what I thought. So, no, I think this is fine.

Commissioner Caterina stated: And I would echo what Jim has said. I back in ancient times, I worked with human trafficking or women, young women who had been trafficked. and I can't think of a better thing to invest in because, it's happened, probably will always happen, but the more that we can do to prevent or deal with it, I think it's not an expense, it's an investment. So, I will approve this.

Commissioner Gorden stated: What it seems to me is that this is an opportunity for us not only to provide a service but we are providing police service for some of our outlying communities that contract with us. This offers the opportunity to show them that we are really trying to take those services that it doesn't make sense for each one of them to have and provide it. which should entice others to do the same thing and maybe bring some of that work to us so that the consolidation of those and I realize that's not a good word but to many people but the consolidation of that is going to take place. has got to take place because people just can't afford the way we're running. So, I totally support it. I think it's a great idea.

Commissioner Tyler stated: My comment would echo some of your thoughts a little bit. I have no problem supporting this based on the fact of the Buffett Foundation financing it for five years. But I don't think we should even look at any set aside program five years out. To get to 5 years and they'll have to figure it out again and maybe they can get another grant. But for the county to take on the expense of setting money aside now, I don't think it's the road we need to get down, but I will support this to get the foundation going.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-028 Approve the 2026/2027 Final General Fund, Jail and Cross Insurance Arena budgets.

County Manager Gailey stated: It has been a long budget season which started back in September in working with departments on their budgets bringing it to the commissioners for the first time in November and then going through four different meetings with the finance committee from December through the end of or the beginning of February. The finance committee brought forth a recommendation as their advisory on the budget to the commissioners that they recommend the FY27 budget as presented, but they made a request that the commissioners and staff look at additional unassigned fund balance to reduce the tax rate impact. That was a budget that they were looking at was 13.77% at that time.

These are some of the budget impacts that we have seen. You have heard numerous times that the solving of four union contracts over the last year had significantly provided impacts on this budget. Those contracts not only brought in salaries, some significant but some unions also had changes in their retirement as is noted here from the jail going to two thirds retirement through Maine PERs. We also saw a 12% health insurance increase. We're a few months away from the Maine Paid Family Medical Leave. Our insurances for workers comp and property and casualty have gone up. We are seeing significant increases in software licensing year-over-year and then our fixed costs continue to rise. This budget addresses a few items but it also doesn't address items. It addresses competitive wages and benefits for union and non-union employees. uh the use of technology for better efficiencies. It no longer has a reliance on federal inmate revenue to support the jail operations and funding expenditures to appropriate levels based on history and projections. What it doesn't address is new initiatives in support of towns and the taxpayers of Cumberland County. Capital expenditures to the level of need. Future contributions to the jail unassigned fund balance and additional staff in certain areas that we need getting through the budget overview. Many of these I've just made mention I will highlight that only a half a full-time position is in this budget for new that is because the current year budget has the other half in it. We split that position over two budget years. And so this is the second half. We have just over 317,000 in non-debt capital. We have no general obligation bonding in this year's budget and there is the insertion of $500,000 in unassigned fund balance

that will be funneled through the tax stabilization reserve which there's an item later on in this agenda to capitalize that reserve.

Jail expenses and revenue. We're recognizing just over $460,000 in state funding. There's the reduction of $2.29 million in federal border funding. No county border revenue is being recognized. Other revenues are down. And then we've inserted a tax stabilization reserve out of the unassigned fund balance for the jail of $200,000. That with jail expenses equals the needs from taxes of just over $4.3 million. But the one item here is to recognize that this budget is up 25.05%.

The Cross Insurance Arena is down just under $440,000 or a negative 13.9%.

We fund a number of outside agencies, some of them per state statute much like the extension service and soil and water as others like the United Way, Portland Public Library and Tedford House are more regional entities that provide a service. and that's $273,000 in totality this year.

Our debt capital. I could probably take TAN off because we haven't been pulling TANS anymore because of our new fiscal year. That is down just over $85,000.

And so here's the important slide of the night. Total needs from taxes. County General Fund budget is up to just over $2.1 million. The jail is up over $4.5 million. as I just said that the cross insurance arena is down, $440,000. And then we have inserted $500,000 of tax stabilization reserve, which is an increase of $300,000 over what the current year budget has in it. For a totality of $5.4 million dollar change resulting in a total needs from taxes at 12.93%. Just for some comparison before we put that additional investment income in on Friday afternoon that percent was 13.53%. Lastly, just a historical perspective on our recent tax rates over the years. Typically, we hover in the four percent or five percent range. Last year, we were at 7.74% largely because we brought back a couple of the correction officers that we unfunded.

Chair Smith read the first motion to adopt the county budget:
County Expenditure $31,968,285
Jail Expenditure $25,737,660
Cross Insurance Arena $2,714,557
Revenue -$12,353,575
Designated Fund Balance -$300,000
Jail Tax Stabilization -$200,000
Tax Assessment $47,566,927
Enterprise Funds $16,605,624
Grants $4,206,217
Summary Budget from all Sources-Gross $81,232,343

A motion was made by Chair Smith, seconded by Commissioner Cloutier, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Chair Smith stated: I don't think any county group has worked harder than this county group on this particular budget. Some challenging things happened this year in and outside of our control and I just want to thank the finance department, the director, Breana and Jim for all their hard work and really working hard to put together the very best budget they could in the challenging times that we have. And I feel completely comfortable and I was happy to hear from our auditing of the previous year that we run a very strong financial department here in the county and something that we can trust in and count on. I'm also grateful for our tax stabilization account. Many towns don't know how to do that properly and people see things spike up high and down. I really want to take my hat off to Jim and the entire department and the financial department to say that they're forward thinking and yes you know obviously money doesn't grow on trees but we do a nice job of preparing for the future preparing for unknowns so that we can manage difficult times like these to the best of our ability and try to pass on a responsible tax. With that said I also want to have a couple other thanks because we don't do this alone. A lot of folks think the county budget just does what they want and the commissioners kind of just do what they want. We have a Finance Committee that is very dedicated. So all those folks who are serving as town counselors or city counselors, they're actually nominated by this commission to help us as a financial committee. They have a term as we do. And those Finance Committee members, I want to recognize them tonight because they put in a lot of long hard hours on top of what they do for their towns and cities. They decided to come here to the county to understand how our budget is put together and what impacts our budget. So, I want to say thank you to Jonathan Anderson in the town of Scarborough who served this year, Connie Justice from New Gloucester, Bob Vale from the Town of Cumberland, Karen Orenstein from the Town of Yarmouth, Timothy Thompson from the Town of Cape Elizabeth, Ben Grant from the City of Portland, and Sarah Michniewicz of Portland. I want to say thank you to all of those members of the Finance Committee. They put in a lot of hours, gave us some great feedback, and allowed us to get to where we are tonight.

Chair Smith read the second budget motion: Approving the five-year Capital Improvement Plan, including expenditures of $317,600 in Non-Debt CIP, the amount of $317,600.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-029 Approve the 2026/2027 Jail Budget to Exceed the 4% grown limitation factor.

County Manager Gailey explained: As the commissioners are aware that their state statute requires counties to not raise more than 4% of new money per year in support of jail operations. This 4% kind of dates back to the board of corrections and still lives within state statute. There are some criteria that a county can meet to get past that 4%. Largely it's an emergency provision within state statute that allows a county not year-over-year but in particular years of strain on the jail budget to call an emergency provision of the state statute. And

for that to happen, it needs to go to a vote of the elected body.

Commissioner Caterina stated: As you folks are aware, I'm the one of the chairs of the legislative policy committee and we've been trying to get money out of the state for jail funding. Not sure where it's going to go. We don't have a clear path right now. I will say we've done a lot to awaken the awareness of a number of legislators. I would ask each of you to call your favorite legislators and say, you guys keep putting mandates on us, telling us, we all have to do this. We've got this archaic 4% growth limitation factor. Give us money. So, that's just my ask for tonight.

Commissioner Cloutier stated: Commissioner the fact that this is a 4% ceiling tells you something about the thoughtful planning that occurs at the state level. And in addition there are counties where the county commission does not have authority over its budget. The finance committee, which is an outside committee, has the authority to enact the budget. And in those counties where they have been operating a jail for at least 50 years that they call a jail and have assiduously adhered to the 4% cap. You read in the latest newspapers that they find themselves functionally bankrupt and quite distressed and they're making our 25% increase look like child's play. 25% is a lot of money. It has special reasons that we know about and considerations that we've taken into account that may or may not come to pass. But the fact is that this is a situation that I don't share with Commissioner Caterina's good feeling about possibilities from state funding.

Commissioner Gorden stated: To go along with what Jim was indicating, if you look at the other counties, there are some of them there are multiples of what we're going to and with good reason for just the reasons that Commissioner Cloutier has mentioned. The other thing that's interesting is if you look at this 4% tax, one of the things that the state has put into their issue is that outside of the 4% that we don't have to consider the increase is the mandates that they don't cover.

Chair Smith stated: Clearly, we're all doing the best we can with what we have. And I'll just say I appreciate all those who are still fighting the fight. And I think it is important to again you know be clear, be vocal and you know push for what we know is our experience and our livedin reality here of what it cost to run a jail. And I think many more people understand that and they also know what implications impact the jail and for that I think we just need to keep on fighting the fight and again appreciate that we're hopefully on okay ground here in the county.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-030 Authorize the issuance of the 2026/2027 Cost of Living Adjustment of 3% to all County non-union and County Commissioner appointed employees.

County Manager Gailey explained that County Commissioner appointed employees include Teresa as Treasurer, the Register of Deeds, and himself. Chair Smith asked how long the 3% number has been adopted, County Manager explained that it has consistently been 3% except for the pandemic when it was 4%. He explained that it matches what other Towns also adopt.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-031 Authorize the issuance of the 2026/2027 Cost of Living Adjustment of 3% to the Elected Officials & the Sheriff Appointment.

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

26-032 Transfer $1,500,000 from the County's Unassigned Fund Balance to the Budget Stabilization and Uncompensated Absences reserve accounts.

County Manager Gailey explained that as part of the insertion of $500,000 into the FY20 27 budget, it created a schedule of step down over the next four years to wean the budget off from that $500,000 reliance. There is some balance within the tax stabilization reserve and there is some additional funding needed, all at once and not annually of $1 million to cover the step down schedule. There is $500,000 will also cover uncompensated absences account as a result of retirements of long term county employees.

Commissioner Gorden asked if there is anything in the County Charter about unassigned fund balance policy. County Manager Gailey confirmed that it was and there was an additional unassigned fund balance policy that was adopted in November or December in accordance with State Statute. Commissioner Gorden commented that if the Charter was modified it would need to go public. County Manager Gailey explained that the Charter was not changed. There were four or five eligible uses. Capital, tax stabilization. We are below the 20% maximum and our fund balance now was 19.7% and the minimum is 16.7%. Commissioner Cloutier commented that it's a great idea to be sure there is enough the retirement funds. It's often an unrecognized liability that sneaks up if you're not paying attention to it. There has been undoing of a lot of public operations in the in the past. Stabilizing is a smart term financial move.

A motion was made by Commissioner Caterina, seconded by Commissioner Cloutier, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

UNFINISHED BUSINESS

26-016 Approve the Jail Medical Services Agreement between CFG Medical and Cumberland County for medical services provided at the Jail.

County Manager Gailey explained that the Jail had transitioned Medical Service Providers and CFG had been onsite since February 1st without a contract. The contract was originally anticipated to be approved last month, however the term were not agreeable. Breana and corporation council Paige worked with CFG to come to an amenable solution. Chair Smith thanked staff for their work on completing the contracts. She expressed appreciation for the level of professionalism and the timeliness and urgency that they took on to locate a provider in a niche type of operation.

A motion was made by Commissioner Caterina, seconded by Vice Chair Tyler, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Smith, Commissioner Caterina, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

COMMENTS FROM THE EXECUTIVE STAFF

Finance and Budget Manager Alyssa Smith thanked the Board for their help on the budget. It's been great and she is looking forward to the audit and working on the next budget.

Admin and Special Projects Katharine Cahoon stated that she would make the changes on the previous meeting's minutes.

Finance Director Theresa Grover stated: We appreciate RHR Smith coming in today. They spend extra time with us really diving in deep and helping me make some templates to make the auditing process a little smoother, cleaner. It is really a year round process that we're going through. They have different requirements that you heard and they're putting them on us which we're really embracing because it really cleans up a lot of the accounts. We're able to see that better and help me prepare as well as you heard the three audits now. So that's really in depth. I've brought the departments along with us. I think public health Sadie in particular is one of the finance pieces in the public health department. She did amazing and I think it was great teaching her how she can really keep the accounts clean and the same with Sandy. It's really been a great collaborative effort that I think is paying off on these and then just everything else that's happening within the finance department. But the audit, budget and bond has really been taking a bulk of our efforts lately. So, never slow anymore. Always busy.

Deputy Manager Breana stated: I don't have much to add, I just want to thank everybody who's worked here. I feel like I've gotten a lot of undue credit. I'm really new to this process as well. So, I really appreciate the structure that has been formed and the support from other departments as we go through the budget process. Jim printed out or brought down extra "What Cumberland County Does for You" handouts and they're behind you on the table here. Feel free to take them. They're also available in the office anytime.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey stated: First, hot off the press, we have our 2024 2025 annual report. I want to thank Katharine and Paige from the office. They tackled it in combination with one another and came out great. Of course, it will be posted up to the website and we can email it out to everyone else. Like

Teresa said, we're lining ourselves up for a bond sale here pretty soon. that the jail roof was, one of those items that is in that bond. And one thing I'm happy to say is that our bond rating remained unchanged. Staff met with Moody's and Standard and Poors in two different rating calls. In our AA plus standard and poor rating held and our AA2 Moody's rating held. So all good. We are initiating another leadership academy this year teaming up with Southern Maine Community College. I have been trying to get town managers to nominate their rock stars on their staff. And we have upwards of I believe 25 or 26 county and towns city participants starting next month to the leadership academy. It's a 7 week, 1 day a week class that goes from 8:00 a.m. to 4:30 p.m.. Those who have gone through the leadership academy speak very highly of it and so we continue to offer it and what's great over the last couple years and again this year is the Alfond foundation is totally covering all expenses. And then lastly, just want to let you know that I have been invited up to Augusta on Wednesday afternoon to meet with Senate and House leadership concerning jail funding. And so there's a small number of us that will be meeting with them Wednesday afternoon and crossing our fingers from there.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Cloutier commented: I just feel like we've done a lot of work tonight. It was a substantial agenda and switching various issues back and forth. That was a lot. And my compliments to the people who were lavished with great praise from our auditor who I've run into in various situations and very well respected operations that he has and he had nothing but great things to say about both the outcome of our finances and the way that our finance people took care of it. Theresa, hats off to you and of course to all the people that work with you that they feel that way. They don't feel that way about everybody. And the reports you get, sometimes you don't see them as clean as that by any means. I kind of feel bad for Katharine tonight, so I'll shut up. You know, she's probably going to have some cramps by the time she's done for the day. I have to say, I'm very glad that spring has sprung. This has been a really bad winter tonight by my estimation.

Commissioner Caterina commented: Thank you to all the staff and the County Manager for all the work you've done on budgeting. I have never sat on a finance committee. I never want to sit on a finance committee, because that would drive me crazy. You guys do excellent work. Thank you for doing that. A couple things, I'm glad you brought up these flyers. They are very well received. I brought them around to various Democratic and Republican caucuses on caucus day. People looked at it and read it, I've gotten lots of comments. I'm going to take some to each of the towns that I represent. Some of you are lucky. You don't have a million towns like I do. But I would just ask that you if you get a chance, drop them off at the town offices or city offices just so people can read them. Breana, you did an excellent job with that. I just can't say enough good about it. I think people are waking up to what counties do. Part of it is because the situation around the jail and with ICE. I think that we can jump on that and see what we can do. And Jim, I'm not totally optimistic about the jail funding, but I am somewhat optimistic about getting some more money, but we'll see.

Commissioner Gorden commented: Everybody's passing out kudos and I really want to say thank you for the budgeting and add one more thing to it. We got to remember that we just came off a transition from a calendar year to a fiscal year. That it took a lot to have this rule in my hats off to you. I don't know of many people could do that. Good work. The other thing is that one of the strengths that I don't think that we appreciate and take advantage of is the planning that goes along with this group. And I can't encourage it enough as I've been out and I know that you know my time is starting to fade here which is probably a good thing. The planning is really respected and I encourage us and especially the management, to look forward to that with the communities to show them that the things that we can do for them not in a demand way but in an offer way that will serve them and really help pull us all together. The costs of things if you talk to anybody out there in a community, are just astronomical and it's because everybody has thought that they needed to do everything and have one of everything. They're not taking advantage of, the bad word, which is consolidation. And we're the ideal group to do that or the ideal government especially. There is movement afoot. You'll see it in some of the

legislation that's being put out to create people or organizations to do that. And there nobody's stopping and saying, "Wait a minute. Have we got something that handles it already?" And we've got to be aware of that because this group here certainly shows and demonstrates what's going on in the future and is reaching out to do it. I can't encourage the manager more to continue his community meetings with the county managers in all the communities that get together. What's going on with fire is having real repercussions that people are beginning to talk about, things that they never talked about before. I encourage that look at the leadership academy you just mentioned. That starts to build up this realm of people that are available just like when Alex left we brought in a superstar. So, again, I can't encourage that more. There is one thing that I'm going to really miss, and I think it's coming up probably next year or at least a year after, is a sit down and a five-year planning session because this next one's going to be just great. There's so much going on and with what's coming out with the technologies of AI and so forth. Wow. It's going to be exciting. So with that, my hats off to the staff and again to this board. To me, this board is entrepreneurial and I congratulate you for that.

Commissioner Tyler commented: Obviously and Jean-Marie will probably agree with me when you start this as a county commissioner, it's a new learning curve. I did two terms of legislature. She's done town council and this government entity operates differently. I've been fortunate in talking with my town's people, Windham, and with all my towns. I've dragged this group up tremendously as to what we can do and what we do for the county, the auditors, the leadership academy, and all the things Commissioner Gorden mentioned. My bragging has been well founded. I keep telling them, we've got a group in there that knows what they're doing. They got this down pat. So when you sit down and intelligently talk about the budget, which we're getting beat on a little bit, they don't push back very hard. I've had one meeting with the chairman, vice chair, and the Windham Town Manager, Jim and I are meeting with him in late April, to explain things. We've met with Greg. I'm going to Harrison next week. It's pretty easy to explain when you know the numbers and when the numbers have been handed to you, you can justify them. I'm looking forward to this year and hopefully we can keep this ball rolling. And Steve was absolutely right, I said to the Windham people 20 years ago, I was so much home rule New England let's not you know we got our own little fight. You know I hate to say it and I said it to the Windham Town Manager, the south has got it right, County government is where it's at. It's got to be or we're going to lose dollars. It's going to do so much more on economy of scale. Congratulations to all departments in this building. This game is running pretty well and I hope we can keep it going.

Chair Smith commented: I won't go long on my comments except to say I agree my first term which is coming to a close shortly here, has been a learning curve too and as Chair I found it to be super rewarding to be with all of you despite even if we disagree from time to time. We still have things on our plate to accomplish. It's a very robust group. I love and appreciate all your dedication that you all show as commissioners and Augusta and to the towns and taking the time to really care and communicate what we're trying to do here as a community government, as a county government. I appreciate that effort by all of you. It's really great and really fun to be part of an organization that is very good in planning, but also very good in executing because you can find these pie in the sky dreamers out there, but they just can't seem to execute. We found that magic potion where we are able to make some great plans, look ahead, see where the danger lies and try our best to navigate around those tough spots, but also do it with a lot of commitment. Still smiling, but that's amazing. I know the week you had. And I just think again, it just really hats off to creating a culture where it's a good place to work here at Cumberland County and I can't say enough about the staff and a long meeting tonight but it just shows you the breadth and the depth of what we do and the work that still needs to be done here in the county. I hope everyone has a good evening.

Next Meeting: Tuesday, April 21, 2026

ADJOURNMENT

At 8:18 p.m. a motion was made by Tom Tyler, seconded by Stephen Gorden, to ADJOURN the meeting . The motion carried by a unanimous vote.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-012 **Agenda Date:** 4/21/2026

Agenda Item Request

Presentation of the Jail Board of Visitors, 2025 Annual Report.

Background and Purpose of Request

The Jail Board of Visitors 2025 Annual Report (see attachment) is a report required by state statute. A member from the JBOV will give an overview of the report.

Requestor

Major Tim Kortes, Jail

Presentation

Yes

Funding Amount and Source

N/A

Effective Date if Applicable

N/A

Cumberland County Jail Board of Visitors Annual Report

Prepared by the Cumberland County Jail Board of Visitors
Submitted March 2026

Purpose and Authority of the Board of Visitors

The Cumberland County Jail Board of Visitors (JBOV) serves as an independent civilian oversight body established pursuant to Title 30-A §1651 of the Maine Revised Statutes. The Board is charged with inspecting the correctional facility, observing conditions of confinement, and making recommendations to the Sheriff and County Commissioners regarding the care, custody, and treatment of individuals held at the facility.

Members of the Board are appointed by the Sheriff and serve as community representatives responsible for promoting transparency, accountability, and humane treatment within the county correctional system.

The Board's responsibilities include:

- Conducting inspections of the jail facility
- Observing conditions affecting incarcerated individuals
- Meeting with facility leadership and staff
- Receiving information related to operations and inmate welfare
- Making recommendations intended to improve safety, health, and operational practices within the facility

The Board operates independently of the Cumberland County Sheriff's Office and provides an annual report summarizing its observations and recommendations.

Board Membership

During the 2025 reporting period, the Cumberland County Jail Board of Visitors consisted of the following members:

Colleen Hilton, Chair
Retired healthcare executive and former Mayor of Westbrook.

Garrett Stewart, Member
Maintenance worker with the South Portland School Department and labor advocate.

William Baker, Member
Retired law enforcement officer and attorney with extensive experience in public safety.

Amanda Place, Member
Licensed Alcohol and Drug Counselor and Program Director for residential services at Recovery Connections of Maine.

Karen White, Member
Retired educator and former member of the Maine Community College System education department.

Hailey Virusso, Member
Licensed Clinical Social Worker and Director of Preble Street's Anti-Trafficking Services.

Kiley Wilkens-O'Brien, Member
Behavioral health strategist specializing in the intersection of mental health and the criminal justice system and serving as the Board's mental health-focused member.

The Board represents a diverse range of professional and lived experiences, including public safety, behavioral health, education, recovery services, and community advocacy.

Board Activities and Facility Inspections

During the 2025 reporting year, the Board conducted multiple meetings and facility visits in accordance with its statutory oversight responsibilities.

Formal Board meetings were held on:

- February 26, 2025
- May 14, 2025
- November 19, 2025

During these meetings, the Board reviewed operational updates provided by facility leadership and discussed issues related to inmate welfare, facility operations, and ongoing initiatives within the jail. Board members also conducted facility tours and inspections during the year. These visits included observations of housing units, program spaces, medical areas, and other operational sections of the jail. Members had the opportunity to observe day-to-day operations and speak with staff regarding facility procedures and programming.

The Jail Administrator and Sheriff have indicated that Board members are welcome to conduct additional visits outside scheduled meetings when operationally feasible.

Facility Conditions and Operations

The Cumberland County Jail is the largest county correctional facility in Maine and houses individuals detained under county jurisdiction as well as federal detainees under agreements with the United States Marshals Service and Immigration and Customs Enforcement.

During facility visits conducted in 2025, Board members observed that housing areas and common spaces appeared orderly and maintained in a generally clean condition. Staff interactions with incarcerated individuals appeared professional during observed interactions.

The Board also received information regarding the facility's continued accreditation through the American Correctional Association (ACA) and compliance with National Commission on Correctional Health Care (NCCHC) standards, as well as certification under the Prison Rape Elimination Act (PREA).

In October 2025, the facility underwent an ACA reaccreditation audit evaluating compliance with correctional operational standards. Our ACA Reaccreditation score was 99%. The Board was informed that the facility had achieved the audit process. The Board understands that these audits include review of documentation related to supervision practices, intake screening procedures, and suicide prevention protocols.

While accreditation reviews provide an important external measure of operational standards, the Board considers its role to be complementary to these processes by providing ongoing community oversight of facility conditions and inmate welfare.

Access to Medical and Mental Health Care

Access to medical and mental health services remains a central component of safe and humane correctional operations. During the 2025 reporting period, the Board received information regarding the structure and staffing of medical and behavioral health services within the Cumberland County Jail.

Medical services at the facility are provided through a contracted healthcare provider responsible for primary medical care, nursing services, mental health counseling, and medication management. According to information provided to the Board, the healthcare team includes a Medical Director, Director of Nursing, mental health clinicians, a psychiatric nurse practitioner, case managers, and supporting nursing staff. The Board was informed that psychiatric consultation services are also available when needed.

The Board reviewed information indicating that all individuals admitted to the facility receive an initial intake health screening, which includes evaluation for medical conditions, substance use, and suicide risk. Facility policy also requires follow-up health assessments and mental health evaluations when clinically indicated.

During the reporting period, the facility reported continuing implementation of medication-assisted treatment (MAT) services for individuals experiencing opioid use disorder. At the time of this report, approximately 88 incarcerated individuals were receiving MAT services, reflecting the facility’s ongoing effort to address substance use disorders within the jail population.

The Board also received information regarding efforts by medical and correctional staff to reduce critical incidents within the Special Housing Unit. Staff reported implementing additional clinical engagement strategies and behavioral interventions designed to reduce situations involving use of force or emergency response.

While the Board recognizes the significant complexity involved in providing healthcare services within a correctional setting, members will continue monitoring access to medical and behavioral health services, including staffing levels, wait times for care, and coordination with community providers upon release.

Programs, Education, and Reentry Services

The Board received information regarding a range of programs and services intended to support individuals during incarceration and assist with successful reintegration into the community. The Board was informed that many of these programs had been reduced during the COVID-19 pandemic due to staffing limitations and public health restrictions, but have since resumed as staffing levels improve.

Staff coordinates programming, including:

- Alcoholics Anonymous (AA)
- Narcotics Anonymous (NA)
- Religious services
- Educational programming
- Reentry planning services

The facility also operates a Re-Entry and Reintegration team that works with incarcerated individuals to prepare for release by coordinating housing referrals, treatment connections, and other support services. These services are particularly important for individuals with substance use disorders or behavioral health needs.

The Board received information about federally funded initiatives supporting reentry services at the jail, including the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP), which focuses on screening incarcerated individuals for substance use disorders and connecting them to treatment and peer support services prior to release. Through this initiative, individuals remaining in custody for more than seven days may receive treatment initiation, case management, and referral to community-based providers. The program also includes peer navigator services intended to help individuals maintain connections to recovery resources following release.

The Board understands that strong coordination between correctional institutions and community-based service providers plays a critical role in reducing recidivism and improving public safety. Members will continue monitoring the availability and accessibility of these programs during future reporting periods.

Federal Detainees and Access to Legal Services

In addition to individuals held under county jurisdiction, the Cumberland County Jail houses individuals detained under federal authority through agreements with federal agencies. During the 2025 reporting period, the facility reported housing an average of over 100 federal detainees, including individuals held on behalf of the United States Marshals Service and Immigration and Customs Enforcement (ICE). The county receives approximately $150 per detainee per day for housing federal detainees.

The Board received information indicating that individuals held under federal immigration authority have access to legal orientation and consultation services through the Immigrant Legal

Advocacy Project (ILAP), a Maine-based nonprofit organization that provides immigration legal assistance and education. These services are intended to help detainees understand immigration court procedures and their legal rights while in custody.

The Board recognizes that individuals held under federal immigration authority may face unique legal and procedural challenges. Members will continue to monitor access to legal information and services for these individuals in order to ensure that detainees are able to communicate with legal counsel and access available legal resources while housed at the facility.

Force and Safety Practices

The Board reviewed information provided by the facility regarding force incidents occurring during the 2025 reporting period. Force within correctional facilities may occur when staff must respond to assaultive behavior, prevent harm to individuals, maintain order, or ensure compliance with lawful directives.

According to information provided to the Board, the facility documented 116 force incidents during the reporting period. Of the 116 incidents, 93 were use of force, 9 were show of force, and 14 were a combination of use and show of force. These incidents were categorized by the facility into several types, including responses to assaultive behavior by incarcerated individuals, incidents involving non-compliance with staff directives, and situations requiring physical intervention to maintain safety.

The Board understands that force incidents are subject to internal review processes, which may include incident reports, supervisory review, and video documentation when available. Facility leadership reported that the purpose of these reviews is to ensure that staff actions remain consistent with established policy and training standards.

Members of the Board recognize that correctional environments present complex safety challenges for both staff and incarcerated individuals. The Board will continue monitoring force data and related review processes in order to better understand trends over time and to ensure that force is used only when necessary and in accordance with established standards.

Deaths in Custody

During the 2025 reporting period, the facility reported one death in custody. According to information provided to the Board, the death was determined to be due to natural causes.

The Board reviewed the results of an operational mortality review conducted following the incident. The review examined compliance with several mandatory operational standards governing inmate supervision, intake procedures, documentation practices, and emergency response protocols.

The mortality review determined that the facility was compliant with the majority of applicable standards, including required inmate supervision intervals, intake screening procedures, and documentation practices related to facility logs and staff post assignments.

The review identified one area of non-compliance involving correctional staff Cardiopulmonary Resuscitation (CPR) certification, as several staff members had lapsed certifications at the time of the incident. The facility reported that corrective action was taken following the review, and all required staff CPR certifications have since been brought into compliance.

The Board recognizes that deaths in custody require careful review and transparency. Members will continue to monitor mortality review findings and corrective actions in order to support ongoing improvements in emergency response preparedness and staff training.

Financial Transparency and Commissary Oversight

The Board reviewed information related to commissary operations and related financial activity during the reporting period. Commissary services provide incarcerated individuals with the opportunity to purchase approved personal items. The Board reviewed commissary pricing lists provided by the facility in order to better understand the cost of commonly purchased items. These lists included a range of hygiene products, snack foods, and personal items available for purchase by incarcerated individuals.

The Board also reviewed documentation indicating that commissary operations during the reporting period included a total operating budget of approximately $571,324, with year-to-date expenses reported at approximately $154,782 at the time financial information was provided to the Board. Revenue generated through commissary purchases exceeded expenses during this period.

The Board understands that commissary revenue may be used to support services or programming that benefit incarcerated individuals. Members will continue reviewing financial information related to commissary operations and associated expenditures in order to promote transparency and ensure that funds are used in ways that support the well-being of individuals housed at the facility.

Board Observations and Areas for Continued Monitoring

During the 2025 reporting period, the Board of Visitors observed a facility that appeared generally orderly and professionally operated during scheduled visits and meetings with facility leadership. Members observed respectful interactions between staff and incarcerated individuals during tours and noted ongoing efforts by the facility to maintain programming and treatment services despite staffing challenges experienced in recent years.

The Board recognizes the significant operational complexity involved in managing a large correctional facility serving a diverse population of individuals with varying medical, behavioral health, and social service needs. Cumberland County Jail continues to house individuals awaiting trial, those serving short sentences, and individuals detained under federal authority. This diversity of population requires coordination across security, medical, mental health, and reentry services.

The Board also recognizes the continued efforts of facility leadership to rebuild staffing levels following workforce shortages experienced during the COVID-19 pandemic. Information provided to the Board indicates that the facility has increased recruitment and training efforts, including graduating new correctional officers through the Maine Criminal Justice Academy. Members understand that integrating new staff into the correctional workforce requires continued attention to training, mentorship, and professional development in order to support long-term retention and workplace safety.

Members also note the increasing importance of behavioral health services within correctional environments. The Board will continue monitoring access to mental health services, medication-assisted treatment, and reentry coordination, particularly for individuals experiencing substance use disorders or significant behavioral health needs.

The Board recognizes that the jail facility itself is aging and that certain operational improvements, including surveillance technology upgrades and infrastructure improvements, may be necessary in the coming years to maintain safety and operational efficiency.

Information Requested by the Board

In preparing this report, the Board of Visitors requested information from the Cumberland County Jail regarding several operational areas relevant to its statutory oversight responsibilities.

Information reviewed by the Board for this report included:

- Use-of-force incident data for the reporting period
- Mortality review findings related to a death in custody
- Medical and mental health service structure
- Commissary financial information and pricing lists
- Staffing and training information related to correctional officer certification

The Board appreciates the cooperation of facility leadership and staff in providing information that allowed members to better understand facility operations and oversight issues during the reporting period. The Board anticipates continuing to work collaboratively with the Sheriff's Office and jail administration in order to ensure that information relevant to the Board's statutory responsibilities is available to support future annual reporting and oversight activities.

Board Recommendations

Based on information reviewed and observations made during the reporting period, the Board of Visitors offers the following recommendations for continued attention by facility leadership and county officials.

1. Continued Investment in Behavioral Health Services

The Board recommends continued investment in mental health and substance use treatment services within the facility. Correctional institutions increasingly serve individuals experiencing complex behavioral health needs, and adequate clinical staffing and treatment resources are essential for maintaining safety and supporting successful reentry into the community.

2. Strengthening Reentry Coordination

The Board supports continued efforts to strengthen reentry coordination for individuals leaving the facility, particularly those with housing instability, substance use disorders, or mental health needs. Partnerships with community providers remain an important component of reducing recidivism and improving post-release outcomes.

3. Workforce Training and Retention

The Board encourages continued investment in training and support for newly hired correctional staff. As the facility continues rebuilding its workforce, mentorship, professional development, and training related to communication, de-escalation, and cultural awareness may assist in supporting staff retention and maintaining a safe facility environment.

4. Technology and Security Infrastructure

The Board recommends continued evaluation of facility security infrastructure, including surveillance systems and perimeter monitoring. Members understand that updated camera systems and related technology may improve safety for both staff and incarcerated individuals.

5. Ongoing Monitoring of Medical and Emergency Preparedness

The Board recommends continued monitoring of medical and emergency preparedness protocols, including ensuring that staff certifications for life-saving interventions such as CPR remain current and that training compliance is regularly reviewed.

Response from Jail Administration

The Board of Visitors provided its recommendations to the Cumberland County Sheriff's Office and jail administration. Facility leadership reviewed these recommendations and provided responses outlining current efforts and future plans related to the areas identified by the Board.

The Board appreciates the willingness of facility leadership to engage in constructive dialogue on operational improvements and looks forward to continued collaboration to support safe and humane correctional operations within Cumberland County.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-013 **Agenda Date:** 4/21/2026

Agenda Item Request

Regional Communications 2026 1st Quarter Newsletter

Background and Purpose of Request

Summary of the Regional Communications Center. For informational purposes only.

Requestor

Melinda Fairbrother-Dyer, Director of CCRCC

Newsletter

1st Quarter - 2026
January, February, and March

CUMBERLAND COUNTY RCC

It is our pleasure as the Director and Deputy Director of Communications, to present to you a glimpse at what is going on at the Cumberland County Regional Communications Center in our quarterly newsletter. The content of this newsletter is very much a group effort from the team here at the CCRCC.

The team at the Regional Communications Center are Cumberland County's FIRST, first responders. This newsletter is intended to provide our partnering agencies with some important quarterly statistics but also to help better involve our very own partners in the community a bit on who we are, what we stand for, and what roles we play in the public safety world.

If you have thoughts or suggestions for the next edition of our quarterly newsletter, please send them to:

Melinda at mjdyer@cumberlandcounty.org or Erin at epelletier@cumberlandcounty.org.

Thank you for taking the time to review some of the important work this team of silent heroes does on the daily.

Respectfully,

Melinda & Erin

CUMBERLAND COUNTY RCC

Employee of the 1st Quarter

Emergency Communications Officer Kaleigh Russell

The CCRCC is proud to announce that the Employee of the First Quarter for 2026 is Kaleigh Russell!Over the past few months, Kaleigh has really stood out as a strong and dependable member of the team. It's clear to anyone who works closely with her how much she brings to the table, not just in her skills, but in who she is as a person. She's genuine, approachable, and never afraid to ask questions or learn as she goes.This quarter, Kaleigh took on a lot in addition to her regular workload. She stepped up to help train new hires, got involved in Public Education events, and completed her CTO certification, all while working full time and picking up extra hours. That kind of commitment doesn't go unnoticed.What stands out just as much as her attitude is how she shows up for others. Kaleigh is someone you can count on, no matter what desk she's working. She's especially strong on law, but even on fire; where she might not say it's her favorite, she does a great job. She comes into every shift with a positive mindset, checks in with the team, and helps create a supportive environment.She's also always willing to help when things get busy. Whether it's coming in early, staying late, or reaching out to let the team know she's available to pick up hours, Kaleigh consistently shows up when it matters. On top of that, she's the kind of coworker who offers encouragement, lends a hand, or just makes the shift a little easier for everyone around her.Kaleigh has also put in a lot of work to get to where she is today. She's been open about the challenges she's faced and has worked hard to push through them, which says a lot about her dedication and resilience. Overall, we're lucky to have her on the team. Congratulations, Kaleigh!

Total Calls ALL Towns	January	February	March
Law Cases	6,248	5,949	6,746
Fire / EMS	1,642	1,267	1,437
Animal Cases	182	149	215
Total CAD Calls	8,072	7,365	6,746
911 Calls	2,484	2,078	2,315

Total Law Incidents by Town	January	February	March
Baldwin	70	52	67
Bridgton	619	529	560
Casco	147	131	208
Chebeague Island	5	3	10
Cumberland	392	379	487
Frye Island	0	0	0
Gorham	1,681	1,791	1,939
Gray	430	374	387
Harpswell	266	217	291
Harrison	165	129	216
Long Island	1	4	3
Naples	237	270	245
New Gloucester	245	184	196
North Yarmouth	82	69	76
Pownal	30	34	33
Raymond	198	172	212
Sebago	75	48	83
Standish	574	496	563
Windham	1,031	1,067	1,170
Total	6,248	5,949	6,746

Total Fire Incidents by Town	January	February	March
Baldwin	16	12	9
Bridgton	46	33	37
Casco	76	76	64
Chebeague Island	7	9	6
Cumberland	101	81	87
Frye Island	0	0	2
Gorham	316	231	289
Gray	139	91	102
Harpswell	61	44	70
Harrison	33	25	27
Long Island	1	0	4
Naples	62	58	65
New Gloucester	69	53	58
North Yarmouth	38	37	36
Pownal	15	10	11
Raymond	91	62	68
Sebago	30	16	25
Standish	186	164	179
Windham	355	265	298
Total	1,642	1,267	1,437

Total Animal Complaints by Town	January	February	March
Baldwin	2	4	6
Bridgton	11	13	8
Casco	4	5	14
Chebeague Island	0	0	0
Cumberland	11	12	19
Frye Island	0	0	0
Gorham	18	20	30
Gray	16	5	11
Harpswell	11	8	9
Harrison	2	6	4
Long Island	0	0	0
Naples	8	4	7
New Gloucester	11	10	17
North Yarmouth	8	5	10
Pownal	3	2	0
Raymond	13	11	11
Sebago	5	5	4
Standish	25	15	28
Windham	34	24	37
Total	182	149	215

Quality Assurance

The CCRCC works very hard to maintain a high level of quality in the work that is done by the members of the organization. The CCRCC has developed a program to measure this Quality throughout the agency on a daily, monthly, yearly basis.

Case Reviews	January	February	March
Law Case Reviews	11	36	25
Self QA	50	41	53
IN house Focused EFD Case Reviews	46	41	31
QPR EFD Case Reviews	67	67	67
IN house Focused EMD Case Reviews	70	84	81
QPR EMD Case Reviews	100	100	100
Missing Person Reviews	11	9	11
Total Reviews	355	378	368
911 Ring Time Average	8 seconds	8 seconds	7 seconds

NCIC Entries & Validations

Case Reviews	January	February	March
NCIC Warrant Validations	22	25	23
Extreme Risk Protection Order Validations	2	4	1
Stolen License Plate Validations	6	7	5
Stolen Vehicle Validations	6	3	1
Stolen Gun Validations	54	26	29
Total Validations	90	65	59

The CCRCC has a team of professionals that put in countless hours to ensure the complete and thorough entry, quality reviews and follow-up on all things NCIC/METRO/Teletype related.

The work done by this team is hard to capture in numbers but is appreciated and is directly linked to safety as

Cate Clark – Jan 2026

Hi, I'm Cate! I'm currently enrolled in the Criminal Justice program at Southern Maine Community College. I plan on graduating with my associates next year while also working here at CCRCC. I have held a few customer service positions and figured it was time to put all of my people skills to the best use, and that's why I'm here! I am super excited to get into the nitty gritty of the job and learn all kinds of new skills! Some things that I enjoy doing outside of work are taking care of my house plants, reading, baking, skiing and going to the gym. I am a huge animal person, I currently have two tuxedo cats and I am looking forward to getting a dog in the future!

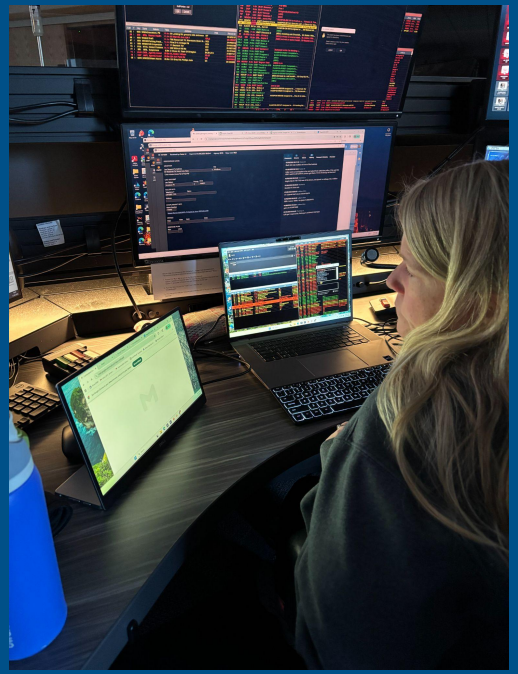
Hailey Fournier - Jan 2026

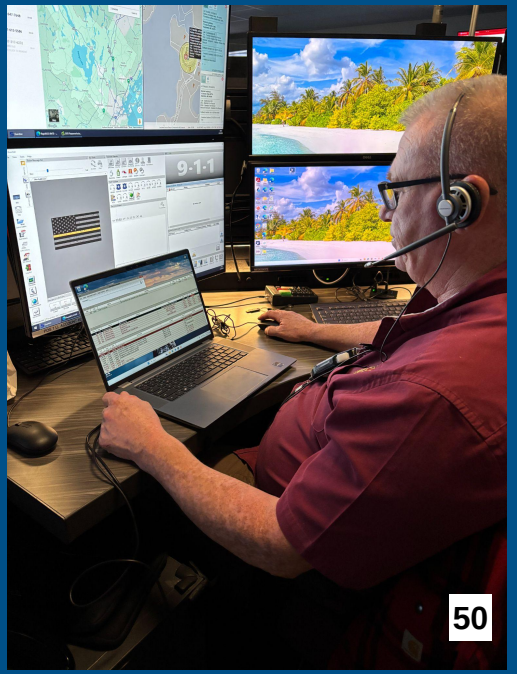
Hi! My name is Hailey, and I'm currently attending the University of Southern Maine, where I'm studying Social Behavioral Science. I recently began my journey in dispatching to expand my knowledge and help pave the way toward a future career in law enforcement. I'm always happy to listen, talk, or go do something—I'm not shy about 90% of the time. You'll most likely see me with an Aroma Joe's in hand, and if there's time, I'm probably bringing my dog along for a pup cup. I also have a horse who I consider my rescue case. I've had her for about six years, and she has made a huge impact on my life and who I am today. She's the sweetest horse you'll ever meet, and I could talk about her forever. I love camping and fishing, but I also enjoy going to the movies or making little sweet treats. I'm excited to see where this path in my life leads and what the future has in store.

Addie Starcher
January 2026

Hi! I'm Addie from Raymond, and I graduated from Windham High School in 2024. I'm excited to be joining this field and meeting new people! I'm a little shy at first, but once you get to know me, I won't stop talking. I love traveling, listening to music, and going to Oxford Speedway to watch my stepdad race. I'm super friendly and always up for a conversation—even if I embarrass myself doing it. Can't wait to get on the floor!

On March 10, 2026, our IT Team took the internet down. Our staff fired up their laptops with air cards and continued connecting to critical dispatching aspects without missing a beat.





Fire Working Group - the CCRCC hosts a Fire Working Group Quarterly. CCRCC Staff and members of the 19 Fire Departments meet to collaborate on topics in an effort to provide consistency and to offer an opportunity for collaboration with our partners in the Fire Service.

Sample Agenda Items

Language Clarification

All Hands vs Working Fire

Apparatus Identifying

Seat Assignments / Radio Call signs

Emergency Beacon Activations

Pre-Alerts on 2nd/3rd Alarms

Resource Coordinator

72ICE / ICE - Possible new response plan

Advising house number when possible/Flags on addresses

2026 Meeting Dates
Wednesday June 10th 1100-1300
Wednesday September 9th 1100-1300
Wednesday December 9th 1100-130

Law Working Group - the CCRCC hosts a Law Working Group Quarterly. CCRCC Staff and members of the 6 Law Enforcement Agencies meet to collaborate on topics in an effort to provide consistency and to offer an opportunity for collaboration with our partners in Law Enforcement.

Sample Agenda Items

Struggle Well Flyers

Child/Adolescent CIT Training Flyer

CCRCC Panic Alarm Policy

EL-MO (Electronic Monitoring) Overview

VARDA/SCOUT/ELMO

NCIC Violent Persons Files

III Signatures

Silent calls

Active Shooter scripts

Call comments vs radio log notes

File 6 vs File 25

Bail Commissioners

Ride alongs & Sit alongs

Requesting an ambulance and what info we need

Weapons restriction orders
New hire sit alongs

Interoperability

Bomb threats / spoofing calls

Radio identifiers

High Risk calls and notification to Dispatch

OPS 1 – P25 Radio Loss procedure

Sandy Hook Promise

AAA Wreckers

Demographic Tracking

Involvements

Community Resource Liaisons

CAD Cautions

Cumberland County recently transitioned from the CodeRed alerting system to Rave Alert, powered by Smart911.

The Rave Alert system, powered by Smart911, allows residents or visitors to register their addresses with the County.

When a disaster impacts that address, they can receive a call, text or email to alert them and provide important instructions.

This system replaces the CodeRed system that had previously been used. Anyone wishing to continue to receive alerts must subscribe to the new Rave Alert system.

The system allows you to enter multiple addresses. You can put your home, work, a camp, your children's bus stop, any location that matters.

Rave Alert™

Fast, Reliable Mass Notification System

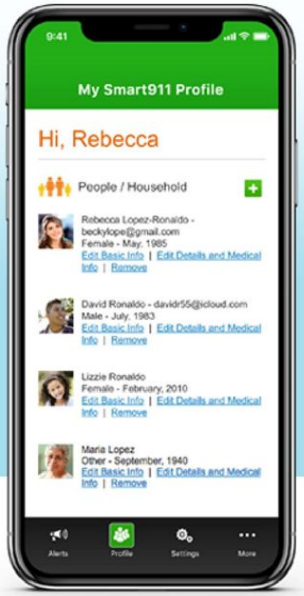
Smart911®

DOWNLOAD THE SMART911® APP TODAY

Download on the App Store

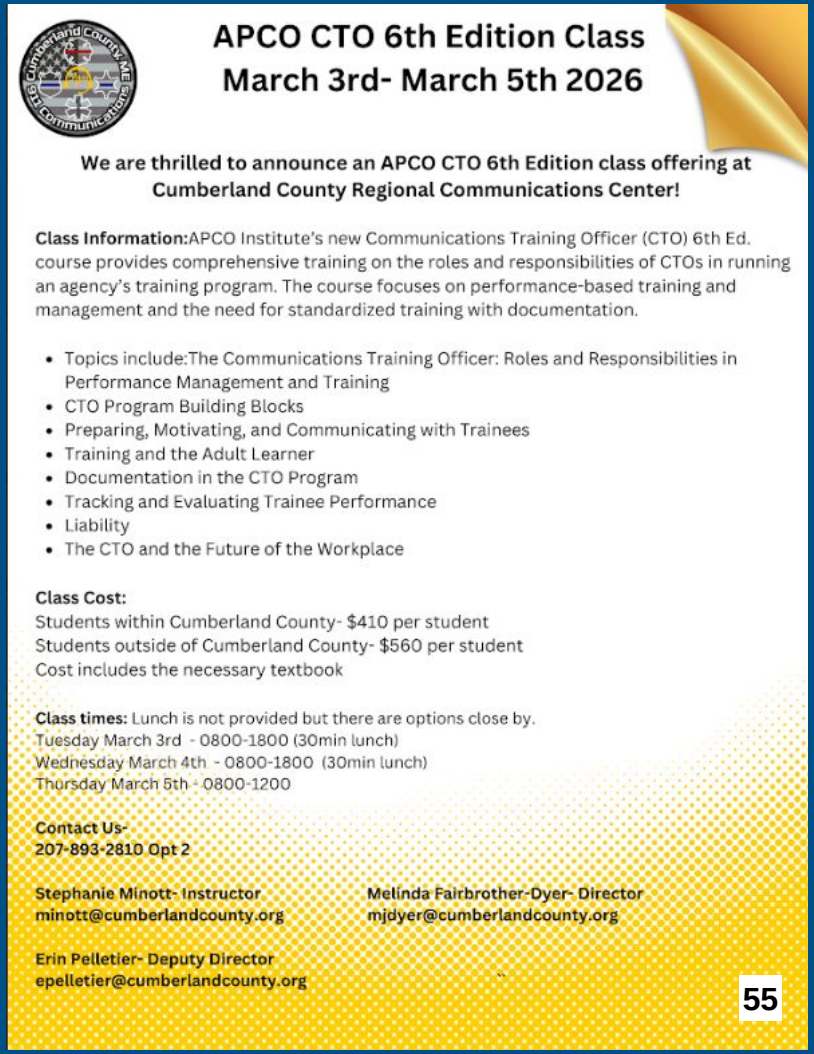
GET IT ON Google Play

Smart911®



What are students saying about our in house Nationally Certified Instructors?

Supervisor Minott taught a 24 hour CTO course that was phenomenal! As an instructor, she was very passionate and knowledgeable about the material and took the time to practice the concepts in class and have meaningful conversations. The created a great learning environment in the group where we felt very open to share opinions, ideas, and ask a lot of great questions. It was clear we had a diverse group of PSAPs and individuals with different settings and limitations but she did her best to adapt the material and content to make it meaningful to each person that attended that class. I never really felt a lull with the material, everything reviewed and taught felt very relevant to situations you will encounter as you step into a CTO role and I thoroughly enjoyed the class! (and wished we had had more time!) I encourage everyone to take it!



Thank you to Telecommunicators EVERYWHERE, but a very special Thank you to our very own

Ryelle, Rachel, Cate, Jordyn, Ben, Nicole, Kim, Ember, Hailey, Scottie, Jaimee, Kayden, Jaycee, Maria, Cody, Kendra, Pam, Melissa, Stephanie, Faith, Jake, Brynn, Morgan, Holly, Michael, Kaleigh, Gabrielle, Addison, Sullivan, Shelby, Kelsey, Callie, and Dan

WE see and appreciate you

4th CCRCC'S ANNUAL TOUCH - A -TRUCK

RAIN OR SHINE

April 18, 2026

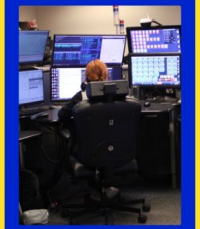
10:00 - 2:00

ALL ARE WELCOME TO THIS COMMUNITY EVENT!

FREE!

22 High Street, Windham

FIRE TRUCKS| EMS| POLICE VEHICLES| UTVS
FIRE BOATS| K-9 DEMOS| DRONE DEMOS
PUBLIC WORKS VEHICLES| BOUNCE HOUSE
ME FOREST SERVICE| FOOD TRUCKS
FACE PAINT| BOUNCE HOUSE
911 SIMULATOR FOR KIDS| DISPATCH TOURS
& MUCH MORE!



2026

Cumberland County, ME
911 Communications
9-1-1

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-014 **Agenda Date:** 4/21/2026 **Agenda #:**

Agenda Item Request

Informational Report FY26 Budget vs Actual Expenses Q3.

Background and Purpose of Request

Informational Report FY26 Budget vs Actual Expenses Q3

Requestor

Theresa Grover, Director of Finance

Presentation

Yes

CUMBERLAND COUNTY

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11101 EMERGENCY MANAGEMENT							
11101 5120 WAGES FT	421,911	0	421,911	310,220.24	.00	111,690.76	73.5%
11101 5205 WAGES PT	30,900	0	30,900	5,218.72	.00	25,681.28	16.9%
11101 5401 OVERTIME	1,000	0	1,000	261.10	.00	738.90	26.1%
11101 5510 MED EXP	73,786	0	73,786	65,537.61	.00	8,248.39	88.8%
11101 5520 MSR EXP	20,496	0	20,496	15,471.10	.00	5,024.90	75.5%
11101 5530 FICA EXP	34,717	0	34,717	25,244.81	.00	9,472.19	72.7%
11101 5540 WC EXP	1,489	0	1,489	1,546.20	.00	-57.20	103.8%
11101 5560 DEF EXP	18,369	0	18,369	12,867.74	.00	5,501.26	70.1%
11101 6130 TRANS	4,500	0	4,500	.00	.00	4,500.00	.0%
11101 6130 EMA14 TRANS	0	0	0	97.35	.00	-97.35	100.0%
11101 6131 GAS, OIL	2,500	0	2,500	649.10	.00	1,850.90	26.0%
11101 6131 EMA14 GAS, OIL	0	0	0	161.47	.00	-161.47	100.0%
11101 6231 BASE	1,000	0	1,000	.00	.00	1,000.00	.0%
11101 6231 EMA15 BASE	0	0	0	194.48	.00	-194.48	100.0%
11101 6232 MOBILE	2,500	0	2,500	.00	.00	2,500.00	.0%
11101 6232 EMA15 EER	0	0	0	168.99	.00	-168.99	100.0%
11101 6400 INS-BLDG	4,415	0	4,415	4,415.00	.00	.00	100.0%
11101 6401 INS-LIAB	9,647	0	9,647	9,647.00	.00	.00	100.0%
11101 6404 INS-RADIO	828	0	828	828.00	.00	.00	100.0%
11101 6500 OFFICE SUP	2,000	0	2,000	.00	.00	2,000.00	.0%
11101 6500 EMA14 OFFICE EXP	0	0	0	1,071.99	.00	-1,071.99	100.0%
11101 6500 EMA15 OFFICE EXP	0	0	0	253.46	.00	-253.46	100.0%
11101 6501 TRAINING	1,500	0	1,500	.00	.00	1,500.00	.0%
11101 6501 EMA15 TRAINING	0	0	0	268.62	.00	-268.62	100.0%
11101 6504 MAINT SUP	1,800	0	1,800	.00	.00	1,800.00	.0%
11101 6505 PRINTING	2,600	0	2,600	.00	.00	2,600.00	.0%
11101 6505 EMA14 PRINTING	0	0	0	381.12	.00	-381.12	100.0%
11101 6505 EMA15 PRINTING	0	0	0	45.90	.00	-45.90	100.0%
11101 6506 POSTAL	0	0	0	15.54	.00	-15.54	100.0%
11101 6508 DUES	1,000	0	1,000	25.00	.00	975.00	2.5%
11101 6512 TRAIN/EDUC	12,000	0	12,000	2,604.00	.00	9,396.00	21.7%
11101 6512 EMA14 TRAIN/EDUC	0	0	0	-491.00	.00	491.00	100.0%
11101 6512 EMA15 TRAIN/EDUC	0	0	0	84.00	.00	-84.00	100.0%
11101 6512 EMA18 TRAIN/EDUC	0	0	0	166.00	.00	-166.00	100.0%
11101 6513 LEASES	8,500	0	8,500	-875.74	.00	9,375.74	-10.3%
11101 6513 EMA14 LEASES	0	0	0	4,515.67	.00	-4,515.67	100.0%
11101 6800 TELEPHONE	3,400	0	3,400	426.58	.00	2,973.42	12.5%
11101 6800 EMA14 TELEPHONE	0	0	0	5,973.21	.00	-5,973.21	100.0%
11101 6801 ELECTRICIT	0	0	0	2,070.37	.00	-2,070.37	100.0%
11101 6802 GAS UTIL	0	0	0	274.84	.00	-274.84	100.0%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11101 6803 WATER	0	0	0	44.56	.00	-44.56	100.0%
11101 6903 FOOD	5,000	0	5,000	.00	.00	5,000.00	.0%
11101 6903 EMA14 FOOD	0	0	0	663.55	.00	-663.55	100.0%
11101 6903 EMA15 FOOD	0	0	0	595.16	.00	-595.16	100.0%
11101 6903 EMA18 FOOD	0	0	0	351.03	.00	-351.03	100.0%
11101 6904 INSTITUT.	600	0	600	.00	.00	600.00	.0%
11101 6913 SAFETY	2,300	0	2,300	.00	.00	2,300.00	.0%
11101 6913 EMA14 SAFETY	0	0	0	847.08	.00	-847.08	100.0%
11101 6914 NON FOOD	1,500	0	1,500	.00	.00	1,500.00	.0%
11101 6914 EMA14 NON FOOD	0	0	0	398.37	.00	-398.37	100.0%
11101 6914 EMA15 NON FOOD	0	0	0	47.78	.00	-47.78	100.0%
11101 6950 MISC EXP	30,000	0	30,000	.00	.00	30,000.00	.0%
11101 6950 EMA14 MISC EXP	0	0	0	2,269.48	.00	-2,269.48	100.0%
11101 6950 EMA15 MISC EXP	0	0	0	314.89	.00	-314.89	100.0%
11101 7350 OFFICE EQ	3,000	0	3,000	.00	.00	3,000.00	.0%
11101 7350 EMA14 OFFICE EQ	0	0	0	199.98	.00	-199.98	100.0%
11101 7355 EMA14 COMP HARD	0	0	0	3,119.52	.00	-3,119.52	100.0%
TOTAL EMERGENCY MANAGEMENT	703,258	0	703,258	478,189.87	.00	225,068.13	68.0%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11102 DISTRICT ATTORNEY								
11102 5120	WAGES FT	1,640,006	0	1,640,006	1,195,829.75	.00	444,176.25	72.9%
11102 5210	TEMP	82,300	0	82,300	38,806.92	.00	43,493.08	47.2%
11102 5401	OVERTIME	0	0	0	11,913.35	.00	-11,913.35	100.0%
11102 5510	MED EXP	413,786	0	413,786	318,271.77	.00	95,514.23	76.9%
11102 5520	MSR EXP	93,726	0	93,726	63,595.13	.00	30,130.87	67.9%
11102 5530	FICA EXP	131,756	0	131,756	95,248.04	.00	36,507.96	72.3%
11102 5540	WC EXP	5,152	0	5,152	5,507.51	.00	-355.51	106.9%
11102 5560	DEF EXP	14,235	0	14,235	8,002.52	.00	6,232.48	56.2%
11102 6130	TRANS	32,000	0	32,000	27,347.26	.00	4,652.74	85.5%
11102 6301	PROF SVC	1,800	0	1,800	1,343.27	.00	456.73	74.6%
11102 6305	STENO	4,000	0	4,000	706.90	.00	3,293.10	17.7%
11102 6307	WITNESS	30,000	0	30,000	9,471.48	.00	20,528.52	31.6%
11102 6308	WITNESS AG	1,000	0	1,000	-2,799.01	.00	3,799.01	-279.9%
11102 6309	LAB	250	0	250	.00	.00	250.00	.0%
11102 6400	INS-BLDG	2,910	0	2,910	2,910.00	.00	.00	100.0%
11102 6401	INS-LIAB	9,040	0	9,040	9,040.00	.00	.00	100.0%
11102 6500	OFFICE SUP	14,000	0	14,000	8,147.66	.00	5,852.34	58.2%
11102 6505	PRINTING	7,000	0	7,000	4,185.34	.00	2,814.66	59.8%
11102 6506	POSTAL	3,000	0	3,000	1,951.75	.00	1,048.25	65.1%
11102 6507	ADVERTISIN	0	0	0	198.47	.00	-198.47	100.0%
11102 6508	DUES	7,800	0	7,800	7,020.00	.00	780.00	90.0%
11102 6509	BOOKS	16,500	0	16,500	13,063.86	.00	3,436.14	79.2%
11102 6511	EQUIPMENT	1,300	0	1,300	803.76	.00	496.24	61.8%
11102 6512	TRAIN/EDUC	12,000	0	12,000	11,366.43	.00	633.57	94.7%
11102 6513	LEASES	112,000	0	112,000	37,749.40	.00	74,250.60	33.7%
11102 6516	RESTJUST	40,000	0	40,000	13,988.50	.00	26,011.50	35.0%
11102 6800	TELEPHONE	22,000	0	22,000	19,823.53	.00	2,176.47	90.1%
11102 7325	FURN/FIX	1,500	0	1,500	.00	.00	1,500.00	.0%
TOTAL DISTRICT ATTORNEY		2,699,061	0	2,699,061	1,903,493.59	.00	795,567.41	70.5%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110301 EXEC- ADMINSTRATION								
1110301 5120	WAGES FT	617,430	0	617,430	395,283.10	.00	222,146.90	64.0%
1110301 5205	WAGES PT	0	0	0	3,138.73	.00	-3,138.73	100.0%
1110301 5401	OVERTIME	0	0	0	626.70	.00	-626.70	100.0%
1110301 5510	MED EXP	189,889	0	189,889	111,000.41	.00	78,888.59	58.5%
1110301 5520	MSR EXP	43,110	0	43,110	12,781.84	.00	30,328.16	29.6%
1110301 5530	FICA EXP	47,233	0	47,233	29,042.29	.00	18,190.71	61.5%
1110301 5540	WC EXP	2,047	0	2,047	2,188.19	.00	-141.19	106.9%
1110301 5560	DEF EXP	45,083	0	45,083	38,082.98	.00	7,000.02	84.5%
1110301 6130	TRANS	14,000	0	14,000	5,526.98	.00	8,473.02	39.5%
1110301 6301	PROF SVC	55,000	0	55,000	6,279.58	.00	48,720.42	11.4%
1110301 6302	LEGAL	32,000	0	32,000	39,960.23	.00	-7,960.23	124.9%
1110301 6400	INS BLDG	5,940	0	5,940	5,940.00	.00	.00	100.0%
1110301 6407	SURETY	3,850	0	3,850	3,850.00	.00	.00	100.0%
1110301 6500	OFFICE SUP	3,800	0	3,800	1,244.59	.00	2,555.41	32.8%
1110301 6505	PRINTING	950	0	950	529.74	.00	420.26	55.8%
1110301 6506	POSTAL	3,000	0	3,000	1,859.93	.00	1,140.07	62.0%
1110301 6507	ADVERTISIN	1,000	0	1,000	361.15	.00	638.85	36.1%
1110301 6508	DUES	42,000	0	42,000	42,131.06	.00	-131.06	100.3%
1110301 6509	BOOKS	300	0	300	180.81	.00	119.19	60.3%
1110301 6512	TRAINING	5,000	0	5,000	1,168.00	.00	3,832.00	23.4%
1110301 6513	LEASES	3,500	0	3,500	2,249.37	.00	1,250.63	64.3%
1110301 6800	TELEPHONE	3,860	0	3,860	2,827.37	.00	1,032.63	73.2%
TOTAL EXEC- ADMINSTRATION		1,118,992	0	1,118,992	706,253.05	.00	412,738.95	63.1%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110302 EXEC- INFORMATION TECH								
1110302 5120	WAGES FT	409,616	0	409,616	307,556.37	.00	102,059.63	75.1%
1110302 5401	OVERTIME	0	0	0	536.32	.00	-536.32	100.0%
1110302 5510	MED EXP	108,177	0	108,177	73,966.45	.00	34,210.55	68.4%
1110302 5520	MSR EXP	42,190	0	42,190	31,415.06	.00	10,774.94	74.5%
1110302 5530	FICA EXP	31,336	0	31,336	23,584.55	.00	7,751.45	75.3%
1110302 5540	WC EXP	1,455	0	1,455	3,200.56	.00	-1,745.56	220.0%
1110302 6130	TRANS	4,000	0	4,000	340.20	.00	3,659.80	8.5%
1110302 6301	PROF SVC	27,000	0	27,000	10,249.16	.00	16,750.84	38.0%
1110302 6500	OFFICE SUP	1,500	0	1,500	768.13	.00	731.87	51.2%
1110302 6503	COMP SOFT	19,000	500	19,500	6,817.81	500.00	12,182.19	37.5%
1110302 6505	PRINTING	0	0	0	608.45	.00	-608.45	100.0%
1110302 6512	TRAINING	6,000	0	6,000	-494.71	.00	6,494.71	-8.2%
1110302 6514	MAINTENANC	547,756	0	547,756	564,486.79	.00	-16,730.79	103.1%
1110302 6611	COMP REPAI	8,000	0	8,000	5,520.04	.00	2,479.96	69.0%
1110302 6800	TELEPHONE	75,000	0	75,000	48,400.40	.00	26,599.60	64.5%
TOTAL EXEC- INFORMATION TECH		1,281,030	500	1,281,530	1,076,955.58	500.00	204,074.42	84.1%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110303 EXEC-GARAGE								
1110303 5120	WAGES FT	58,059	0	58,059	47,446.82	.00	10,612.18	81.7%
1110303 5401	OVERTIME	4,120	0	4,120	3,689.11	.00	430.89	89.5%
1110303 5510	MED EXP	22,667	0	22,667	18,296.56	.00	4,370.44	80.7%
1110303 5520	MSR EXP	5,637	0	5,637	5,215.79	.00	421.21	92.5%
1110303 5530	FICA EXP	4,757	0	4,757	4,395.22	.00	361.78	92.4%
1110303 5540	WC EXP	2,994	0	2,994	3,121.78	.00	-127.78	104.3%
1110303 6500	OFFICE SUP	750	0	750	.00	.00	750.00	.0%
1110303 6502	CLEAN SUP	600	0	600	.00	.00	600.00	.0%
1110303 6504	MAINT SUP	1,000	0	1,000	45.58	.00	954.42	4.6%
1110303 6505	PRINTING	2,500	0	2,500	319.32	.00	2,180.68	12.8%
1110303 6507	ADVERTISIN	500	0	500	.00	.00	500.00	.0%
1110303 6514	MAINTENANC	11,500	0	11,500	6,961.00	.00	4,539.00	60.5%
1110303 6602	LOTS/GROUN	500	0	500	.00	.00	500.00	.0%
1110303 6603	BLD/STRUC	4,000	0	4,000	73,393.30	.00	-69,393.30	1834.8%
1110303 6605	ELECTRICAL	1,500	1,053	2,553	520.37	1,053.15	979.63	61.6%
1110303 6606	PAINTING	5,000	0	5,000	.00	.00	5,000.00	.0%
1110303 6607	PLUMBING	1,500	0	1,500	8,805.26	.00	-7,305.26	587.0%
1110303 6609	EQUIPMENT	9,000	0	9,000	10,544.49	.00	-1,544.49	117.2%
1110303 6800	TELEPHONE	1,000	0	1,000	799.96	.00	200.04	80.0%
1110303 6801	ELECTRICIT	0	0	0	9,429.62	.00	-9,429.62	100.0%
1110303 6803	WATER	350	0	350	271.70	.00	78.30	77.6%
1110303 6804	SEWER	1,000	0	1,000	542.50	.00	457.50	54.3%
1110303 6805	RUBBISH	1,000	0	1,000	3,444.53	.00	-2,444.53	344.5%
1110303 6905	MED SUP	100	0	100	.00	.00	100.00	.0%
1110303 6908	UNIFORMS	250	0	250	.00	.00	250.00	.0%
1110303 6913	SAFETY	250	0	250	.00	.00	250.00	.0%
TOTAL EXEC-GARAGE		140,534	1,053	141,587	197,242.91	1,053.15	-56,708.91	140.1%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110304 EXEC- HUMAN RESOURCES								
1110304 5120	WAGES FT	648,451	0	648,451	486,360.09	.00	162,090.91	75.0%
1110304 5401	OVERTIME	0	0	0	125.46	.00	-125.46	100.0%
1110304 5510	MED EXP	133,233	0	133,233	107,249.98	.00	25,983.02	80.5%
1110304 5520	MSR EXP	60,988	0	60,988	45,023.37	.00	15,964.63	73.8%
1110304 5530	FICA EXP	49,607	0	49,607	35,851.79	.00	13,755.21	72.3%
1110304 5540	WC EXP	1,255	0	1,255	1,341.61	.00	-86.61	106.9%
1110304 5560	DEF EXP	9,284	0	9,284	6,755.20	.00	2,528.80	72.8%
1110304 6130	TRANS	2,500	0	2,500	481.81	.00	2,018.19	19.3%
1110304 6301	PROF SVC	37,000	0	37,000	13,485.06	.00	23,514.94	36.4%
1110304 6500	OFFICE SUP	4,500	0	4,500	2,298.40	.00	2,201.60	51.1%
1110304 6505	PRINTING	175	0	175	149.75	.00	25.25	85.6%
1110304 6506	POSTAL	250	0	250	153.55	.00	96.45	61.4%
1110304 6508	DUES	2,000	0	2,000	1,207.04	.00	792.96	60.4%
1110304 6509	BOOKS	4,150	0	4,150	395.09	.00	3,754.91	9.5%
1110304 6512	TRAINING	15,900	0	15,900	431.60	.00	15,468.40	2.7%
1110304 6513	LEASES	1,950	0	1,950	1,120.08	.00	829.92	57.4%
1110304 6515	Wellness	10,000	0	10,000	5,932.00	.00	4,068.00	59.3%
1110304 6800	TELEPHONE	480	0	480	2,759.92	.00	-2,279.92	575.0%
1110304 7361	OCCUP	7,000	0	7,000	1,064.96	.00	5,935.04	15.2%
TOTAL EXEC- HUMAN RESOURCES		988,723	0	988,723	712,186.76	.00	276,536.24	72.0%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11105 FACILITIES DEPT								
11105 5120	WAGES FT	1,346,798	0	1,346,798	1,064,889.47	.00	281,908.53	79.1%
11105 5205	WAGES PT	0	0	0	727.61	.00	-727.61	100.0%
11105 5401	OVERTIME	36,050	0	36,050	20,704.76	.00	15,345.24	57.4%
11105 5510	MED EXP	329,011	0	329,011	261,800.77	.00	67,210.23	79.6%
11105 5520	MSR EXP	127,447	0	127,447	106,989.03	.00	20,457.97	83.9%
11105 5530	FICA EXP	105,788	0	105,788	81,489.23	.00	24,298.77	77.0%
11105 5540	WC EXP	33,845	0	33,845	36,177.46	.00	-2,332.46	106.9%
11105 5560	DEF EXP	0	0	0	316.22	.00	-316.22	100.0%
11105 6130	TRANS	800	0	800	273.50	.00	526.50	34.2%
11105 6131	GAS, OIL	18,000	0	18,000	29,093.89	.00	-11,093.89	161.6%
11105 6132	VEH REPAIR	120,000	0	120,000	70,859.04	.00	49,140.96	59.0%
11105 6301	PROF SVC	10,500	0	10,500	24,753.62	.00	-14,253.62	235.7%
11105 6303	SPEC SVC	9,500	4,499	13,999	14,341.50	4,498.59	-4,841.50	134.6%
11105 6304	SECURITY	2,000	0	2,000	6,062.14	.00	-4,062.14	303.1%
11105 6400	INS-BLDG	58,379	0	58,379	53,975.53	.00	4,403.47	92.5%
11105 6401	INS-LIAB	17,779	0	17,779	17,779.00	.00	.00	100.0%
11105 6402	INS-VEH	15,282	0	15,282	15,282.00	.00	.00	100.0%
11105 6405	INS-BOILER	9,016	0	9,016	9,016.00	.00	.00	100.0%
11105 6500	OFF SUPPLY	2,000	0	2,000	3,868.54	.00	-1,868.54	193.4%
11105 6502	CLEAN SUP	20,000	0	20,000	13,984.83	.00	6,015.17	69.9%
11105 6504	MAINTENANC	15,000	0	15,000	5,741.23	.00	9,258.77	38.3%
11105 6505	PRINTING	500	0	500	412.72	.00	87.28	82.5%
11105 6506	POSTAL	200	0	200	39.83	.00	160.17	19.9%
11105 6507	ADVERTISIN	1,000	0	1,000	394.94	.00	605.06	39.5%
11105 6508	DUES	450	0	450	5,722.42	.00	-5,272.42	1271.6%
11105 6509	BOOKS	300	0	300	.00	.00	300.00	.0%
11105 6510	TOOLS	4,500	0	4,500	5,803.84	.00	-1,303.84	129.0%
11105 6511	EQUIPMENT	13,500	0	13,500	12,847.36	.00	652.64	95.2%
11105 6512	TRAIN/EDUC	2,500	0	2,500	1,402.48	.00	1,097.52	56.1%
11105 6513	LEASES	58,953	0	58,953	39,302.08	.00	19,650.92	66.7%
11105 6514	MAINTENANC	90,000	0	90,000	54,781.63	.00	35,218.37	60.9%
11105 6601	SNOW REMOV	5,000	0	5,000	5,248.27	.00	-248.27	105.0%
11105 6602	LOTS/GROUN	3,500	0	3,500	-5,685.65	.00	9,185.65	-162.4%
11105 6603	BLDG/STRUC	30,500	0	30,500	38,009.58	.00	-7,509.58	124.6%
11105 6604	HEATING	40,000	0	40,000	72,974.86	.00	-32,974.86	182.4%
11105 6605	ELECTRICAL	30,000	0	30,000	27,614.42	.00	2,385.58	92.0%
11105 6606	PAINTING	7,000	0	7,000	4,165.99	.00	2,834.01	59.5%
11105 6607	PLUMBING	10,000	0	10,000	18,697.82	.00	-8,697.82	187.0%
11105 6608	ELEVATOR	10,000	0	10,000	4,282.00	.00	5,718.00	42.8%
11105 6609	EQUIPMENT	5,000	0	5,000	20,302.98	.00	-15,302.98	406.1%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11105 6612	FURNITURE	3,000	0	3,000	2,751.35	.00	248.65	91.7%
11105 6800	TELEPHONE	7,500	0	7,500	19,578.76	.00	-12,078.76	261.1%
11105 6801	ELECTRICIT	150,000	0	150,000	128,105.10	.00	21,894.90	85.4%
11105 6802	GAS UTIL	165,000	0	165,000	86,414.78	.00	78,585.22	52.4%
11105 6803	WATER	6,500	0	6,500	4,595.20	.00	1,904.80	70.7%
11105 6804	SEWER	32,000	0	32,000	24,134.18	.00	7,865.82	75.4%
11105 6805	RUBBISH	24,000	0	24,000	17,292.50	.00	6,707.50	72.1%
11105 6806	FUEL OIL	4,000	0	4,000	.00	.00	4,000.00	.0%
11105 6906	PAPER	10,000	0	10,000	7,109.02	.00	2,890.98	71.1%
11105 6908	UNIFORMS	6,000	0	6,000	5,619.83	.00	380.17	93.7%
11105 6909	CLEANING	750	0	750	842.83	.00	-92.83	112.4%
11105 6913	SAFETY	3,000	0	3,000	5,207.48	.00	-2,207.48	173.6%
11105 7355	COMP HARD	0	0	0	41.98	.00	-41.98	100.0%
TOTAL FACILITIES DEPT		3,001,848	4,499	3,006,347	2,446,135.95	4,498.59	555,712.05	81.5%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110605 SHER-ADMINISTRATION								
1110605 5120	WAGES FT	1,012,318	0	1,012,318	631,706.84	.00	380,611.16	62.4%
1110605 5401	OVERTIME	5,150	0	5,150	4,358.75	.00	791.25	84.6%
1110605 5510	MED EXP	186,869	0	186,869	135,735.48	.00	51,133.52	72.6%
1110605 5520	MSR EXP	75,056	0	75,056	42,411.57	.00	32,644.43	56.5%
1110605 5530	FICA EXP	74,165	0	74,165	47,372.18	.00	26,792.82	63.9%
1110605 5540	WC EXP	19,312	0	19,312	20,642.60	.00	-1,330.60	106.9%
1110605 5560	DEF EXP	17,886	0	17,886	15,467.98	.00	2,418.02	86.5%
1110605 6130	TRANS	20,000	0	20,000	12,040.51	.00	7,959.49	60.2%
1110605 6131	GAS, OIL	9,000	0	9,000	3,833.04	.00	5,166.96	42.6%
1110605 6301	PROF SVC	16,000	0	16,000	16,570.59	.00	-570.59	103.6%
1110605 6302	LEGAL	12,000	0	12,000	6,775.00	.00	5,225.00	56.5%
1110605 6401	INS LIAB	68,266	0	68,266	58,266.00	.00	10,000.00	85.4%
1110605 6402	INS VEH	23,540	0	23,540	23,540.00	.00	.00	100.0%
1110605 6500	OFFICE SUP	9,500	0	9,500	6,404.62	.00	3,095.38	67.4%
1110605 6505	PRINTING	12,000	0	12,000	2,725.28	.00	9,274.72	22.7%
1110605 6506	POSTAL	3,500	0	3,500	2,421.93	.00	1,078.07	69.2%
1110605 6507	ADVERTISIN	1,500	0	1,500	392.03	.00	1,107.97	26.1%
1110605 6508	DUES	4,800	0	4,800	3,438.00	.00	1,362.00	71.6%
1110605 6509	BOOKS	3,500	0	3,500	.00	.00	3,500.00	.0%
1110605 6511	EQUIP RENT	7,000	0	7,000	2,844.93	.00	4,155.07	40.6%
1110605 6512	TRAINING	16,800	0	16,800	3,920.77	.00	12,879.23	23.3%
1110605 6800	TELEPHONE	77,181	0	77,181	61,660.36	.00	15,520.64	79.9%
1110605 6908	UNIFORMS	3,000	0	3,000	3,493.25	.00	-493.25	116.4%
1110605 6910	CRIM INV	3,000	0	3,000	.00	.00	3,000.00	.0%
1110605 6915	Poly	0	0	0	1,940.00	.00	-1,940.00	100.0%
1110605 6949	SPECIAL	3,000	0	3,000	3,762.14	.00	-762.14	125.4%
1110605 6950	MISC EXP	5,000	0	5,000	4,886.20	.00	113.80	97.7%
1110605 7350	OFFICE EQ	3,000	0	3,000	2,185.36	.00	814.64	72.8%
TOTAL SHER-ADMINISTRATION		1,692,343	0	1,692,343	1,118,795.41	.00	573,547.59	66.1%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110606 SHER-LAW ENFORCEMENT								
1110606 5120	WAGES FT	3,743,370	0	3,743,370	3,037,049.21	.00	706,320.79	81.1%
1110606 5210	TEMP	0	0	0	2,086.52	.00	-2,086.52	100.0%
1110606 5401	OVERTIME	694,913	0	694,913	377,139.78	.00	317,773.22	54.3%
1110606 5510	MED EXP	1,097,321	0	1,097,321	730,388.10	.00	366,932.90	66.6%
1110606 5520	MSR EXP	504,393	0	504,393	439,707.04	.00	64,685.96	87.2%
1110606 5530	FICA EXP	339,529	0	339,529	253,230.25	.00	86,298.75	74.6%
1110606 5540	WC EXP	121,270	0	121,270	131,510.78	.00	-10,240.78	108.4%
1110606 5560	DEF EXP	3,043	0	3,043	2,396.61	.00	646.39	78.8%
1110606 6130	TRANS	25,000	0	25,000	6,914.88	.00	18,085.12	27.7%
1110606 6131	GAS, OIL	231,417	0	231,417	123,225.51	.00	108,191.49	53.2%
1110606 6231	BASE RADIO	17,000	0	17,000	747.74	.00	16,252.26	4.4%
1110606 6232	EER	0	0	0	10,215.87	.00	-10,215.87	100.0%
1110606 6314	AMMO	55,922	0	55,922	52,589.37	.00	3,332.63	94.0%
1110606 6500	OFFICE SUP	0	0	0	72.86	.00	-72.86	100.0%
1110606 6501	TRAIN SUP	6,000	0	6,000	1,815.89	.00	4,184.11	30.3%
1110606 6509	BOOKS	130,107	0	130,107	75,326.82	.00	54,780.18	57.9%
1110606 6512	TRAINING	57,200	0	57,200	33,085.53	.00	24,114.47	57.8%
1110606 6905	MED SUP	3,500	0	3,500	2,862.80	.00	637.20	81.8%
1110606 6908	UNIFORMS	37,000	0	37,000	40,370.16	.00	-3,370.16	109.1%
1110606 6910	CRIM INV	40,470	0	40,470	35,558.66	.00	4,911.34	87.9%
1110606 6911	CANINE	30,000	0	30,000	8,111.62	.00	21,888.38	27.0%
1110606 6950	MISC EXP	0	0	0	55.90	.00	-55.90	100.0%
1110606 7345	VEH	640,000	0	640,000	1,223.98	.00	638,776.02	.2%
1110606 7350	OFFICE EQ	4,000	0	4,000	788.80	.00	3,211.20	19.7%
1110606 7360	SAFETY	18,400	0	18,400	17,389.56	.00	1,010.44	94.5%
1110606 7366	ESU	14,400	0	14,400	9,498.40	.00	4,901.60	66.0%
1110606 7367	DIVE TEAM	5,500	0	5,500	2,772.97	.00	2,727.03	50.4%
1110606 7368	HGUARD	2,500	0	2,500	3,805.39	.00	-1,305.39	152.2%
1110606 7369	VIPS	2,000	0	2,000	435.87	.00	1,564.13	21.8%
TOTAL SHER-LAW ENFORCEMENT		7,824,255	0	7,824,255	5,400,376.87	.00	2,423,878.13	69.0%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110607 SHER-CORRECTIONS DIV								
1110607 5120	WAGES FT	9,606,544	0	9,606,544	8,184,060.69	.00	1,422,483.31	85.2%
1110607 5205	WAGES PT	0	0	0	9,495.30	.00	-9,495.30	100.0%
1110607 5401	OVERTIME	1,636,032	0	1,636,032	831,079.64	.00	804,952.36	50.8%
1110607 5510	MED EXP	2,376,635	0	2,376,635	1,803,492.95	.00	573,142.05	75.9%
1110607 5520	MSR EXP	1,326,624	0	1,326,624	1,015,281.72	.00	311,342.28	76.5%
1110607 5530	FICA EXP	860,057	0	860,057	667,566.68	.00	192,490.32	77.6%
1110607 5540	WC EXP	286,000	0	286,000	305,711.73	.00	-19,711.73	106.9%
1110607 5560	DEF EXP	19,899	0	19,899	4,969.40	.00	14,929.60	25.0%
1110607 6130	TRANS	14,500	0	14,500	16,565.01	.00	-2,065.01	114.2%
1110607 6131	GAS, OIL	27,500	0	27,500	16,892.35	.00	10,607.65	61.4%
1110607 6132	VEH REPAIR	10,000	0	10,000	14,531.07	.00	-4,531.07	145.3%
1110607 6231	BASE RADIO	3,500	0	3,500	6,766.19	.00	-3,266.19	193.3%
1110607 6300	AUDIT	2,000	0	2,000	2,000.00	.00	.00	100.0%
1110607 6301	PROF SVC	5,000	0	5,000	6,534.74	.00	-1,534.74	130.7%
1110607 6302	LEGAL SERV	20,000	0	20,000	24,132.62	.00	-4,132.62	120.7%
1110607 6303	CONTRACT S	4,095,000	0	4,095,000	3,145,873.37	.00	949,126.63	76.8%
1110607 6303	CCJ CONTRACT S	0	0	0	155,254.49	.00	-155,254.49	100.0%
1110607 6304	SECURITY	2,000	0	2,000	796.20	.00	1,203.80	39.8%
1110607 6400	INS BLDG	100,234	0	100,234	85,446.76	.00	14,787.24	85.2%
1110607 6401	INS LIAB	194,633	0	194,633	165,918.31	.00	28,714.69	85.2%
1110607 6402	INS VEH	18,890	0	18,890	16,103.35	.00	2,786.65	85.2%
1110607 6500	OFFICE SUP	20,000	0	20,000	20,259.98	.00	-259.98	101.3%
1110607 6501	TRAIN SUP	12,000	0	12,000	9,253.79	.00	2,746.21	77.1%
1110607 6502	CLEAN SUP	0	0	0	-140.51	.00	140.51	100.0%
1110607 6504	MAINT SUP	15,500	0	15,500	4,646.23	.00	10,853.77	30.0%
1110607 6505	PRINTING	1,000	0	1,000	746.26	.00	253.74	74.6%
1110607 6506	POSTAL	5,500	0	5,500	12,697.44	.00	-7,197.44	230.9%
1110607 6507	ADVERTISIN	1,000	0	1,000	416.64	.00	583.36	41.7%
1110607 6508	DUES	1,550	0	1,550	632.68	.00	917.32	40.8%
1110607 6509	BOOKS	0	0	0	1,233.90	.00	-1,233.90	100.0%
1110607 6510	TOOLS	3,750	0	3,750	7,215.82	.00	-3,465.82	192.4%
1110607 6511	EQUIP RENT	12,600	0	12,600	7,115.25	.00	5,484.75	56.5%
1110607 6512	TRAINING	36,100	0	36,100	77,770.03	.00	-41,670.03	215.4%
1110607 6514	MAINTENANC	43,000	0	43,000	59,461.06	.00	-16,461.06	138.3%
1110607 6600	CLEANING	100,000	0	100,000	64,884.94	.00	35,115.06	64.9%
1110607 6601	SNOW REM	6,000	0	6,000	2,328.27	.00	3,671.73	38.8%
1110607 6602	LOTS/GROUN	3,000	0	3,000	1,531.79	.00	1,468.21	51.1%
1110607 6603	BLD/STRUC	25,000	0	25,000	-19,985.64	.00	44,985.64	-79.9%
1110607 6604	HEATING	45,000	0	45,000	26,844.72	.00	18,155.28	59.7%
1110607 6605	ELECTRICAL	45,000	0	45,000	7,269.29	.00	37,730.71	16.2%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110607 6606	PAINTING	15,000	0	15,000	2,491.60	.00	12,508.40	16.6%
1110607 6607	PLUMBING	14,000	0	14,000	19,108.03	.00	-5,108.03	136.5%
1110607 6609	EQUIPMENT	3,500	0	3,500	22,710.90	.00	-19,210.90	648.9%
1110607 6800	TELEPHONE	2,300	0	2,300	28,616.47	.00	-26,316.47	1244.2%
1110607 6801	ELECTRICIT	200,000	0	200,000	229,864.36	.00	-29,864.36	114.9%
1110607 6802	GAS UTIL	175,000	0	175,000	193,419.44	.00	-18,419.44	110.5%
1110607 6803	WATER	19,775	0	19,775	19,016.59	.00	758.41	96.2%
1110607 6804	SEWER	130,000	0	130,000	132,436.00	.00	-2,436.00	101.9%
1110607 6805	RUBBISH	29,500	0	29,500	26,907.01	.00	2,592.99	91.2%
1110607 6806	FUEL OIL	3,000	0	3,000	562.83	.00	2,437.17	18.8%
1110607 6902	ALT SENT	5,610	0	5,610	173.25	.00	5,436.75	3.1%
1110607 6903	FOOD	800,000	0	800,000	801,048.32	.00	-1,048.32	100.1%
1110607 6904	INST	39,000	0	39,000	30,321.79	.00	8,678.21	77.7%
1110607 6907	CLOTH PRIS	29,000	0	29,000	22,493.76	.00	6,506.24	77.6%
1110607 6908	UNIFORMS	65,000	0	65,000	59,038.14	.00	5,961.86	90.8%
1110607 6912	BOOK SUP	15,000	0	15,000	10,762.56	.00	4,237.44	71.8%
1110607 6914	NON FOOD	45,000	0	45,000	75,441.55	.00	-30,441.55	167.6%
1110607 6917	PREA	13,000	0	13,000	10,506.72	.00	2,493.28	80.8%
1110607 6950	MISC EXP	335,000	0	335,000	297,424.59	.00	37,575.41	88.8%
1110607 7305	BLDG IMP	9,000	0	9,000	.00	.00	9,000.00	.0%
1110607 7325	FURNITURE	11,000	0	11,000	877.13	.00	10,122.87	8.0%
1110607 7345	VEHICLES	40,800	0	40,800	.00	.00	40,800.00	.0%
1110607 7350	OFFICE EQ	3,500	0	3,500	7.88	.00	3,492.12	.2%
1110607 7355	COMP HARD	30,000	0	30,000	8,984.98	.00	21,015.02	29.9%
1110607 7360	SAFETY	25,000	0	25,000	12,443.62	.00	12,556.38	49.8%
1110607 9954	C DRUG KIT	10,000	0	10,000	3,945.68	.00	6,054.32	39.5%
TOTAL SHER-CORRECTIONS DIV		23,049,033	0	23,049,033	18,771,257.71	.00	4,277,775.29	81.4%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110608 SHER-CIVIL DIVISION								
1110608 5120	WAGES FT	348,665	0	348,665	233,692.98	.00	114,972.02	67.0%
1110608 5401	OVERTIME	0	0	0	3,971.14	.00	-3,971.14	100.0%
1110608 5510	MED EXP	50,771	0	50,771	48,957.25	.00	1,813.75	96.4%
1110608 5520	MSR EXP	25,501	0	25,501	20,990.29	.00	4,510.71	82.3%
1110608 5530	FICA EXP	20,509	0	20,509	18,764.93	.00	1,744.07	91.5%
1110608 5540	WC EXP	9,424	0	9,424	10,073.19	.00	-649.19	106.9%
1110608 5560	DEF EXP	0	0	0	3,113.11	.00	-3,113.11	100.0%
1110608 6130	TRANS	37,000	0	37,000	34,467.45	.00	2,532.55	93.2%
1110608 6500	OFFICE SUP	1,500	0	1,500	667.54	.00	832.46	44.5%
1110608 6505	PRINTING	750	0	750	243.00	.00	507.00	32.4%
1110608 6506	POSTAL	13,460	0	13,460	881.27	.00	12,578.73	6.5%
1110608 6512	TRAINING	1,000	0	1,000	333.15	.00	666.85	33.3%
1110608 6800	TELEPHONE	2,007	0	2,007	1,361.48	.00	645.52	67.8%
1110608 6908	UNIFORMS	1,600	0	1,600	1,900.07	.00	-300.07	118.8%
1110608 7350	OFFICE EQ	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL SHER-CIVIL DIVISION		514,187	0	514,187	379,416.85	.00	134,770.15	73.8%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11107 REGISTRY OF DEEDS								
11107 5120	WAGES FT	480,958	0	480,958	327,172.72	.00	153,785.28	68.0%
11107 5510	MED EXP	140,934	0	140,934	101,397.82	.00	39,536.18	71.9%
11107 5520	MSR EXP	36,663	0	36,663	25,163.85	.00	11,499.15	68.6%
11107 5530	FICA EXP	36,793	0	36,793	23,847.88	.00	12,945.12	64.8%
11107 5540	WC EXP	2,328	0	2,328	3,663.83	.00	-1,335.83	157.4%
11107 5560	DEF EXP	1,862	0	1,862	958.17	.00	903.83	51.5%
11107 6130	TRANS	5,500	0	5,500	743.96	.00	4,756.04	13.5%
11107 6500	OFFICE SUP	6,000	0	6,000	2,817.27	.00	3,182.73	47.0%
11107 6505	PRINTING	700	0	700	209.31	.00	490.69	29.9%
11107 6506	POSTAL	12,000	0	12,000	9,738.14	.00	2,261.86	81.2%
11107 6508	DUES	500	0	500	480.00	.00	20.00	96.0%
11107 6512	TRAINING	2,500	0	2,500	799.62	.00	1,700.38	32.0%
11107 6513	LEASES	120,000	0	120,000	87,287.45	.00	32,712.55	72.7%
11107 6800	TELEPHONE	7,500	0	7,500	3,798.96	.00	3,701.04	50.7%
11107 7350	OFFICE EQU	4,000	0	4,000	1,140.11	.00	2,859.89	28.5%
TOTAL REGISTRY OF DEEDS		858,238	0	858,238	589,219.09	.00	269,018.91	68.7%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11108 REGISTRY OF PROBATE								
11108 5120	WAGES FT	530,169	0	530,169	359,833.32	.00	170,335.68	67.9%
11108 5205	WAGES PT	0	0	0	35,260.88	.00	-35,260.88	100.0%
11108 5401	OVERTIME	0	0	0	3.22	.00	-3.22	100.0%
11108 5510	MED EXP	128,676	0	128,676	88,422.51	.00	40,253.49	68.7%
11108 5520	MSR EXP	31,215	0	31,215	22,788.11	.00	8,426.89	73.0%
11108 5530	FICA EXP	40,558	0	40,558	29,977.73	.00	10,580.27	73.9%
11108 5540	WC EXP	1,522	0	1,522	1,627.32	.00	-105.32	106.9%
11108 5560	DEF EXP	7,602	0	7,602	1,950.00	.00	5,652.00	25.7%
11108 6130	TRANS	1,500	0	1,500	347.49	.00	1,152.51	23.2%
11108 6301	PROF SVC	7,000	0	7,000	3,332.15	.00	3,667.85	47.6%
11108 6305	STENO	1,250	0	1,250	.00	.00	1,250.00	.0%
11108 6306	ATTY EXP	130,000	0	130,000	91,550.69	.00	38,449.31	70.4%
11108 6401	INS LIAB	500	0	500	500.00	.00	.00	100.0%
11108 6500	OFFICE SUP	8,000	0	8,000	6,110.53	.00	1,889.47	76.4%
11108 6505	PRINTING	1,000	0	1,000	1,044.71	.00	-44.71	104.5%
11108 6506	POSTAL	15,000	0	15,000	11,841.28	.00	3,158.72	78.9%
11108 6507	ADVERTISIN	9,000	0	9,000	8,059.00	.00	941.00	89.5%
11108 6508	DUES	600	0	600	450.00	.00	150.00	75.0%
11108 6509	BOOKS	8,000	0	8,000	5,135.44	.00	2,864.56	64.2%
11108 6512	TRAINING	1,000	0	1,000	120.00	.00	880.00	12.0%
11108 6513	LEASES	1,400	0	1,400	1,043.13	.00	356.87	74.5%
11108 6700	ABSTACT	20,000	0	20,000	13,524.00	.00	6,476.00	67.6%
11108 6800	TELEPHONE	950	0	950	2,402.68	.00	-1,452.68	252.9%
11108 6807	VIS EXP	40,000	0	40,000	24,925.00	.00	15,075.00	62.3%
TOTAL REGISTRY OF PROBATE		984,942	0	984,942	710,249.19	.00	274,692.81	72.1%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11109 FINANCE OFFICE								
11109 5120	WAGES FT	427,015	0	427,015	300,973.10	.00	126,041.90	70.5%
11109 5401	OVERTIME	515	0	515	1,968.46	.00	-1,453.46	382.2%
11109 5510	MED EXP	71,931	0	71,931	61,849.01	.00	10,081.99	86.0%
11109 5520	MSR EXP	35,402	0	35,402	30,775.44	.00	4,626.56	86.9%
11109 5530	FICA EXP	25,731	0	25,731	22,944.43	.00	2,786.57	89.2%
11109 5540	WC EXP	1,522	0	1,522	1,627.32	.00	-105.32	106.9%
11109 6130	TRANS	3,000	0	3,000	184.04	.00	2,815.96	6.1%
11109 6300	AUDIT	32,000	0	32,000	16,335.00	.00	15,665.00	51.0%
11109 6401	INS LIAB	0	0	0	204.80	.00	-204.80	100.0%
11109 6500	OFFICE SUP	4,000	0	4,000	4,528.19	.00	-528.19	113.2%
11109 6505	PRINTING	550	0	550	199.00	.00	351.00	36.2%
11109 6506	POSTAL	5,500	0	5,500	4,545.65	.00	954.35	82.6%
11109 6508	DUES	1,700	0	1,700	50.00	.00	1,650.00	2.9%
11109 6512	TRAINING	3,200	0	3,200	419.72	.00	2,780.28	13.1%
11109 6514	MAINT CONT	100,432	0	100,432	104,757.09	.00	-4,325.09	104.3%
11109 6800	TELEPHONE	2,500	0	2,500	2,579.88	.00	-79.88	103.2%
11109 6950	MISC EXP	0	0	0	20,334.93	.00	-20,334.93	100.0%
11109 7325	FURNITURE	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL FINANCE OFFICE		715,998	0	715,998	574,276.06	.00	141,721.94	80.2%

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ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11110 CCRCC COOMUNICATIONS								
11110 5120	WAGES FT	2,350,186	0	2,350,186	1,872,820.97	.00	477,365.03	79.7%
11110 5401	OVERTIME	229,160	0	229,160	169,806.45	.00	59,353.55	74.1%
11110 5510	MED EXP	619,561	0	619,561	446,655.40	.00	172,905.60	72.1%
11110 5520	MSR EXP	267,526	0	267,526	245,578.66	.00	21,947.34	91.8%
11110 5530	FICA EXP	197,320	0	197,320	151,702.21	.00	45,617.79	76.9%
11110 5540	WC EXP	7,481	0	7,481	9,022.03	.00	-1,541.03	120.6%
11110 6130	TRANS	15,000	0	15,000	9,694.97	.00	5,305.03	64.6%
11110 6131	GAS, OIL	400	0	400	90.09	.00	309.91	22.5%
11110 6230	RADIO SITE	120,955	0	120,955	117,426.93	.00	3,528.07	97.1%
11110 6231	BASE RADIO	10,000	0	10,000	11,194.29	.00	-1,194.29	111.9%
11110 6301	PROF SVC	5,000	0	5,000	4,607.82	.00	392.18	92.2%
11110 6401	INS-LIAB	330	0	330	198.67	.00	131.33	60.2%
11110 6500	OFFICE SUP	7,000	0	7,000	2,323.85	.00	4,676.15	33.2%
11110 6505	PRINING	750	0	750	287.00	.00	463.00	38.3%
11110 6506	POSTAL	250	0	250	71.96	.00	178.04	28.8%
11110 6508	DUES	3,500	0	3,500	2,662.00	.00	838.00	76.1%
11110 6509	BOOKS	500	0	500	.00	.00	500.00	.0%
11110 6512	TRAINING S	38,000	0	38,000	13,703.32	.00	24,296.68	36.1%
11110 6513	LEASES	126,872	0	126,872	126,234.22	.00	637.78	99.5%
11110 6800	TELEPHONE	20,000	0	20,000	13,962.95	.00	6,037.05	69.8%
11110 6908	UNIFORMS	7,000	0	7,000	4,177.00	.00	2,823.00	59.7%
11110 6950	MISC EXP	0	0	0	390.25	.00	-390.25	100.0%
11110 7350	OFFICE EQ	1,000	0	1,000	438.56	.00	561.44	43.9%
TOTAL CCRCC COOMUNICATIONS		4,027,791	0	4,027,791	3,203,049.60	.00	824,741.40	79.5%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11111 PUBLIC HEALTH							
11111 5120 WAGES FT	151,810	0	151,810	112,990.85	.00	38,819.15	74.4%
11111 5120 PHTRI WAGES FT	0	0	0	353.07	.00	-353.07	100.0%
11111 5205 WAGES PT	73,423	0	73,423	54,788.12	.00	18,634.88	74.6%
11111 5510 MED EXP	40,006	0	40,006	44,988.29	.00	-4,982.29	112.5%
11111 5520 MSR EXP	15,333	0	15,333	11,513.96	.00	3,819.04	75.1%
11111 5520 PHTRI MSR EXP	0	0	0	36.02	.00	-36.02	100.0%
11111 5530 FICA EXP	17,231	0	17,231	11,780.15	.00	5,450.85	68.4%
11111 5530 PHTRI FICA EXP	0	0	0	26.97	.00	-26.97	100.0%
11111 5540 WC EXP	500	0	500	.00	.00	500.00	.0%
11111 5560 DEF EXP	5,874	0	5,874	4,383.02	.00	1,490.98	74.6%
11111 6130 TRANS	3,900	0	3,900	3,610.88	.00	289.12	92.6%
11111 6500 OFFICE SUP	100	0	100	328.63	.00	-228.63	328.6%
11111 6503 COMP SOFT	0	0	0	317.79	.00	-317.79	100.0%
11111 6506 POSTAL	0	0	0	1.77	.00	-1.77	100.0%
11111 6508 DUES	2,300	0	2,300	2,120.00	.00	180.00	92.2%
11111 6512 TRAINING	1,075	0	1,075	803.67	.00	271.33	74.8%
11111 6800 TELEPHONE	900	0	900	1,436.50	.00	-536.50	159.6%
11111 6903 FOOD	0	0	0	578.67	.00	-578.67	100.0%
11111 6950 MISC EXP	11,000	0	11,000	1,119.21	.00	9,880.79	10.2%
11111 6950 PHPCC MISC EXP	0	0	0	1,552.50	.00	-1,552.50	100.0%
11111 6950 PHTRI MISC EXP	0	0	0	31,569.53	.00	-31,569.53	100.0%
TOTAL PUBLIC HEALTH	323,452	0	323,452	284,299.60	.00	39,152.40	87.9%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11120 DEBT								
11120 9103	CC 1993	364,971	0	364,971	.00	.00	364,971.00	.0%
11120 9104	CIP PRIN	915,546	0	915,546	500,546.40	.00	414,999.60	54.7%
11120 9109	CIP INT	367,383	0	367,383	121,136.27	.00	246,246.73	33.0%
11120 9113	CIV CTR	1,530,000	0	1,530,000	.00	.00	1,530,000.00	.0%
11120 9202	CC INTERES	579,245	0	579,245	.00	.00	579,245.00	.0%
TOTAL DEBT		3,757,145	0	3,757,145	621,682.67	.00	3,135,462.33	16.5%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11130 COUNTY GRANTS							
11130 8002 CC EXT	125,000	0	125,000	62,500.00	.00	62,500.00	50.0%
11130 8003 SOIL	18,000	0	18,000	.00	.00	18,000.00	.0%
11130 8005 PORTLAND	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL COUNTY GRANTS	153,000	0	153,000	62,500.00	.00	90,500.00	40.8%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11131 HUMAN SERVICES							
11131 8500 HUMAN SERV	115,000	0	115,000	107,500.00	.00	7,500.00	93.5%
TOTAL HUMAN SERVICES	115,000	0	115,000	107,500.00	.00	7,500.00	93.5%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11140 MISCELLANEOUS							
11140 5520 MSR EXP	10,000	0	10,000	9,063.05	.00	936.95	90.6%
11140 5550 UNEMPLOY	5,000	0	5,000	33,373.79	.00	-28,373.79	667.5%
TOTAL MISCELLANEOUS	15,000	0	15,000	42,436.84	.00	-27,436.84	282.9%

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

ACCOUNTS FOR: 11 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11141 MISCELLANEOUS								
11141 5120	WAGES FT	120,000	0	120,000	.00	.00	120,000.00	.0%
11141 5501	TERM PAY	435,000	0	435,000	.00	.00	435,000.00	.0%
11141 5502	CONT	45,000	0	45,000	.00	.00	45,000.00	.0%
11141 9498	REF & INFO	170,000	0	170,000	47,103.10	.00	122,896.90	27.7%
11141 9500	CC SUBSIDY	680,000	0	680,000	121,673.00	.00	558,327.00	17.9%
11141 9526	CIP COUNTY	299,600	0	299,600	.00	.00	299,600.00	.0%
TOTAL MISCELLANEOUS		1,749,600	0	1,749,600	168,776.10	.00	1,580,823.90	9.6%
TOTAL GENERAL FUND		55,713,430	6,052	55,719,482	39,554,293.70	6,051.74	16,159,136.30	71.0%
	TOTAL EXPENSES	55,713,430	6,052	55,719,482	39,554,293.70	6,051.74	16,159,136.30	

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

FOR 2026 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	55,713,430	6,052	55,719,482	39,554,293.70	6,051.74	16,159,136.30	71.0%

** END OF REPORT - Generated by Theresa Grover **

BUDGET REPORT FY26

EXPENSES THRU MARCH 31, 2026

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	Y
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
BUDGET REPORT FY26

Includes accounts exceeding 0% of budget.
Print totals only: N
Print Full or Short description: S
Print full GL account: N
Format type: 1
Double space: N
Suppress zero bal accts: Y
Include requisition amount: N
Print Revenues-Version headings: N
Print revenue as credit: Y
Print revenue budgets as zero: N
Include Fund Balance: N
Print journal detail: N
From Yr/Per: 2025/ 1
To Yr/Per: 2025/ 3
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1
Include additional JE comments: N
Multiyear view: D
Amounts/totals exceed 999 million dollars: N

Year/Period: 2026/ 9
Print MTD Version: N

Roll projects to object: N
Carry forward code: 1

Find Criteria

Field Name	Field Value
Fund	11
Department	
Activity Ctr	
Sub Activity	
Character Code	
Org	
Object	
Project	
Account type	Expense
Account status	
Rollup Code	

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-033 **Agenda Date:** 4/21/2026

Agenda Item Request

Authorize the County Manager to enter into a 1-year extension with Oakview Group for the venue management of the Cross Insurance Arena.

Background and Purpose of Request

The County has had a management agreement with a national venue management firm since the Cross Insurance Arena re-opened after renovations back in 2014. The management agreement was modified back in 2017, when the management firm bought and relocated an ECHL hockey team to Portland. Initially there was a set number of years and once that initial term expired, the contract dictated that after the initial term, eight individual extensions of one-year would be the term structure. July 1, 2026, will be the beginning of the second of the one-year extensions.

The contract amount largely comes from the Cross Insurance Arena operation account, which is capitalized by the shows the arena puts on. A small amount of funding resides in the General Fund budget, which largely serves as the annual incentive as dictated by contract.

I am asking for Commissioner authorization to execute this second one-year extension with OakView Group.

Funding Amount and Source: CIA Operations Budget & County General Fund

Effective Date: July 1, 2026

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-033 **Agenda Date:** 4/21/2026

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Background and Purpose of Request

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I am asking for Commissioner authorization to execute this second one-year extension with OakView Group.

Funding Amount and Source: CIA Operations Budget & County General Fund

Effective Date: July 1, 2026

Cumberland County Government
27 Northport Drive, Portland, Maine 04103
207-871-8380 • cumberlandcounty.org

James H. Gailey, County Manager

April 22, 2026

Doug Higgons
Oak View Group
5050 S. Syracuse Street
Denver, CO 80237

Dear Mr. Higgons,

This email serves to confirm Cumberland County's acceptance of the one-year extension to the Management Agreement for OVG's oversight of the Cross Insurance Arena, as outlined in Section 2 of the Amended Management Agreement dated June 13, 2017.

I would like to reiterate our ongoing concern regarding the year-over-year indirect expenses charged by OVG and their impact on the financial performance of a small arena. Specifically, recent changes to software platforms, part-time employee benefits, and the privatization of operational services have significantly affected the arena's year-end financial position.

We would greatly appreciate your recognition and consideration of these cost concerns moving forward.

Sincerely,

James H. Gailey
County Manager

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-034 **Agenda Date:** 4/21/2026

Agenda Item Request

Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2026 to March 31, 2027.

Background and Purpose of Request

The town of Harpswell would receive law enforcement services from the Sheriff's Office starting April 1, 2026 and ending on March 31, 2027. See attached contract.

Requestor

Captain Kerry Joyce, Sheriff's Office

Presentation

No

Funding Amount and Source

$606,178.14 from the town of Harpswell.

Effective Date if Applicable

April 1, 2026

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	3/23/2026
SUBJECT:	Sheriff Law Enforcement Harpswell Contract

Requested Action:

Approve the $606,178.14 Police Service contract with the town of HARPSWELL.

Background & Purpose of Request:

The town of Harpswell would receive Law Enforcement service from the Sheriff's Office starting April 1, 2026 and ending on March 31, 2027.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- Harpswell Law Enforcement Contract

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARPSWELL – PATROL

04/01/2026 to 03/31/2027

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE TOWN OF HARPSWELL

This Contract, effective the first day of ***April 2026****, is made by and between the Inhabitants of the Town of Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Harpswell, Cumberland County, Maine.*

W I T N E S S E T H:

WHEREAS, the TOWN is desirous of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

WHEREAS, pursuant to 30-A M.R.S.A. § 452, the County Commissioners, with the Sheriff's agreement, may enter into a contract with a municipality to provide patrol services by the sheriff's department; and

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. § 107, desire to enter into a contract with the TOWN to provide professional law enforcement services to the TOWN; and

WHEREAS, the TOWN is desirous of obtaining law enforcement services through the COUNTY and entering into a contract for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS**:

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and who shall perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Law Enforcement Patrol Services or Services as referred to in this Contract shall include all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments within the state of Maine.

C. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.

D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

A. The COUNTY, through the SHERIFF, shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall at all times provide to the Town the equivalent of three (3) full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled by the SHERIFF or his designee.

C. While contracted to provide law enforcement services, deputy sheriffs will enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

D. When necessary, the COUNTY, through the SHERIFF, shall additionally provide to the TOWN, at no additional cost, the following expertise and services:

a. Traffic Crash Investigations/Reconstruction;

b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);

c. Prisoner and Jail Services;

d. Records Retention;

e. Civil Service Officers;

f. Patrol and Detection Canine Support;

g. Emergency Services Unit (ESU);

h. Law Enforcement Training Section;

i. Task Force Personnel;

j. Crime Prevention;

k. Police Service Activities and Volunteers;

l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);

m. Dive Team;

n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;

o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.

F. In the event of an emergency response call and/or an exigent circumstance arises, deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.

G. Vehicles, Supplies, Equipment and Office Furniture:

1. The TOWN shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Harpswell. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.

3. The COUNTY shall provide the TOWN, no later than **October 1 of each year**, with a contract cost proposal for the 12-month period beginning the following April 1.

4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.

5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order to fulfill assignments.

6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.

7. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.

2.2 Administrative Responsibilities.

A. The deputy sheriffs assigned per this Contract will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.

B. The SHERIFF or his designee shall notify the Town Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF.

D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report	**Date**
• schedule for deputies assigned to Harpswell	as prepared
• monthly categorical summary of calls for service	15th of following month
• monthly summary of moving traffic stops With distinction between warnings and summons	15th of following month
• copies of all operational policies and procedures	within 15 days of approval by the Sheriff
• *copies of approved collective bargaining agreements which pertain to deputies assigned to Harpswell*	*within 15 days of final ratification by all parties*
• summary of pending criminal cases to include each case's status in the judicial system	when retrievable by computer

E. The SHERIFF or his designee shall attend meetings of the Town's Select Board and other Town meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the SHERIFF or his designee shall provide advice or consent on law enforcement issues and attend other meetings.

F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any deputy out of Harpswell. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy only with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of the deputy.

H. When appropriate and only as provided by law, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. All responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

A. Evidence collected during the performance of law enforcement activities shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

A. The COUNTY, through the SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, including but not limited to 30-A M.R.S. § 3009-A, as amended, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments added after publication.

ARTICLE 4 – TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Office Space.

A. As partial consideration for this Contract, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the Town-owned or leased facility designated as the substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

B. Future space planning shall be coordinated with the COUNTY and the TOWN.

C. The use and occupancy by the SHERIFF of the substation shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **April 1, 2026**, through **March 31, 2027**, shall be

> ***Six hundred and six thousand, one hundred seventy-eight dollars and fourteen cents, ($606,178.14)*** *and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.*

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **April 1, 2026**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – ADDITIONAL PERSONNEL

6.1 If, by the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that, within a reasonable time in advance of employment, the TOWN furnishes the COUNTY with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 8 – AUDIT OF RECORDS

8.1 The Town Administrator or her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY and SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract; provided, however, that the COUNTY shall make the final determination on said issues. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when the institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. If the representatives of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.

10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any

claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., as may be amended.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **April 1, 2026, and ending March 31, 2027**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the SHERIFF and the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the COUNTY and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town's Select Board establishes a police department the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14. - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The County Manager, as authorized by the County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract on behalf of the COUNTY pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.3 The Chair of the Harpswell Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications supporting law enforcement and detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

ARTICLE 18 – ENTIRE AGREEMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 ***Vehicle:*** The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- Ar-15 Rifle
- 12 gauge Shotgun

- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self inflating life vest
- Body Worn Camera (BWC)

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF HARPSWELL, by order duly adopted by its Select Board has caused this Contract to be signed by the Chair of its Select Board and Cumberland County, Maine, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER
JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

SHERIFF
KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE
TOWN OF HARPSWELL

BY: _____

SELECT BOARD CHAIR
KEVIN E. JOHNSON

DATE: March 18, 2026

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-035 **Agenda Date:** 4/21/2026

Agenda Item Request

Authorization of the Marine Patrol Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2026 to March 31, 2027.

Background and Purpose of Request

The town of Harpswell would receive marine patrol services from the Sheriff's Office starting April 1, 2026 and ending on March 31, 2027. See attached contract.

Requestor

Captain Kerry Joyce, Sheriff's Office

Presentation

No

Funding Amount and Source

$316,925.98 from the town of Harpswell.

Effective Date if Applicable

April 1, 2026

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	3/23/2026
SUBJECT:	Sheriff Harpswell Marine Patrol Contract

Requested Action:

Approve the $316,925.98 Marine Patrol Service contract with the town of HARPSWELL.

Background & Purpose of Request:

The town of Harpswell would receive Marine Patrol service from the Sheriff's Office starting April 1, 2026 and ending on March 31, 2027.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- Harpswell Marine Patrol Contract

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARPSWELL- MARINE PATROL

04/01/2026 TO 03/31/2027

AGREEMENT FOR SERVICES - MARINE PATROL & MARINE CONSERVATION BY AND BETWEEN CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE TOWN OF HARPSWELL.

This Contract, effective the first day of **April 2026**, is made by and between the Inhabitants of the Town of Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide marine patrol and marine conservation services within the town limits of Harpswell, Cumberland County, Maine.

WITNESSETH:

WHEREAS, the TOWN is desirous of maintaining a high level of professional marine patrol and certain marine conservation services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the marine patrol and marine conservation services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

WHEREAS, pursuant to 30-A M.R.S.A. § 452, the County Commissioners, with the Sheriff's agreement, may enter into a contract with a municipality to provide services by the sheriff's department; and

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. 107 desires to enter into a contract with the TOWN to provide marine patrol services and certain marine conservation services to the TOWN; and

WHEREAS, the TOWN is desirous of obtaining marine patrol and certain marine conservation services through the COUNTY and entering into a contract for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 -DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Marine Conservation Services shall include but shall not be limited to the execution and oversight of such conservation-oriented services and activities as water testing, supervision of clam seeding, efforts to limit green crab predation and other endeavors designed to preserve and enhance the marine resource and the marine environment.

B. The workload shall be monitored and coordinated through the Sheriff's Patrol Captain who will work with the Town Administrator to assure the workload is appropriate to achieve the tasks asked of the Marine Wardens.

C. Marine Patrol Deputy shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and who shall perform the duties and responsibilities as set forth in Article 2 of this Contract, and who meets the State requirements for Shellfish Conservation Wardens and has completed any necessary boat handling courses.

D. Service shall mean comprehensive marine patrol and marine conservation services provided with a focus on Municipal Shellfish Program Enforcement for a total of 80 (eighty) hours a week, beginning **April 1st, 2026**.

ARTICLE 2- LEVELS OF SERVICE

2.1 Marine Patrol Services.

A. The COUNTY, through the SHERIFF, shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional marine patrol services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF, or his designee, shall assign personnel to provide the level of professional marine patrol services and certain marine conservation services consistent with this Contract as set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall provide to the TOWN the equivalent of two (2) full time Marine Patrol Deputies all of whom shall be law enforcement officers certified by the Maine Criminal Justice Academy and who meet the State requirements for Shellfish Conservation Wardens and have completed any necessary boat handling courses.

2. The SHERIFF shall provide to the Town coverage for low and high tide enforcement of the Harpswell Municipal Shellfish Program 7 days a week, except when Deputies have activities that require both Deputies to complete the activity on a specific day. The Marine Patrol Deputies will work four (4) ten hour shifts each (40 hours per week). The two deputies' work schedules will change in accordance with the tides.

3. Should both Marine Patrol Deputies be simultaneously out for one (l) full week or more, one of the vacant positions will be filled by the SHERIFF for that period of time. If the SHERIFF is unable to fill the vacancy, the TOWN shall be reimbursed for the same. If the vacancy is as a result of the employee being on approved FMLA leave, reimbursement will commence after 12 weeks. Should both Marine Patrol Deputies be out for less than one week, the SHERIFF will not fill either position.

4. When the Marine Patrol Deputy is not working the clam-flats in a manner deemed productive by the Marine Patrol Deputy he/ she will patrol the intertidal water of the town enforcing

conservation closures enacted by the town. He/she will also be available for general law enforcement duties when available.

5. The Marine Patrol Deputies will be charged with providing water quality sampling and assisting in clam flat survey(s). To the extent that clam-flat surveys are being performed, in conjunction with the Harpswell Marine Resource Committee, the coverage of seven (7) tides may be affected.

Additionally, when the deputy(ies) are conducting conservation duties as listed in section 1.1.A; clam-flat surveys, boat patrol and tide coverage could be affected.

6. The Marine Patrol Deputies shall record in Spillman, and provide to the town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by the boat. Patrol by boat may include the Town of Harpswell Harbormaster as operator of the boat accompanied by one Marine Patrol Deputy.

7. A boat patrol shall be scheduled to meet the needs of the program, and shall be executed, weather permitting; At all other times of year, the boat may be used on a random basis, weather permitting; and pursuant to contract, the Marine Patrol Deputies shall record in Spillman, and provide to the Town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by boat.

C. While contracted to provide marine patrol services, Marine Patrol Deputies will enforce all applicable TOWN Ordinances, and State of Maine statues. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

D. All Marine Patrol Deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.

E. In the event of an emergency response call and/or an exigent circumstance arises, Marine Patrol Deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.

G. Vehicles, Supplies, Equipment and Office Furniture

1. The TOWN shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the town of Harpswell. All other vehicular markings, decals, bumper stickers, slogans etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF'S office for assignment. The town agrees that all request made by the deputies to the TOWN pertaining to equipment, schooling, work schedule etc. will be referred to the administrators of the SHERIFF'S office for approval.
2. The COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturers recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.
3. The COUNTY shall provide the TOWN, no later than October 1 of each year, with a contract cost proposal for the 12-month period beginning the following April 1.

4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at a private residence during off-duty hours at the sole direction of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county owned vehicles shall be stored at a single county-owned facility.
5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order to fulfill assignments.
6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
7. Any supplies and office furniture furnished or purchased by the COUNTY shall remain the property of COUNTY.

2.3 **Administrative Responsibilities.**

A. The two (2) Marine Patrol Deputies will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.

B. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any Marine Patrol Deputy out of the municipal boundaries of the TOWN "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.

C. The SHERIFF shall make all decisions regarding hiring and firing of the Marine Patrol Deputies, provided, however, that the SHERIFF shall replace the Marine Patrol Deputies assigned to the TOWN only with individuals meeting the qualifications specified in this Contract and provided further that the SHERIFF shall not terminate a deputy's employment before making provision for replacement of the Marine Patrol Deputy.

D. When appropriate, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints, which are directed towards the Cumberland County Sheriff's Office. Such responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

2.4 Processing of Evidence.

A. Evidence shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 -OTHER RESPONSIBILITIES

3.1 **Employment: Right of Control.**

A. The COUNTY, through the SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each Marine Patrol Deputy, to the extent allowed by law, including but not limited to 30-A M.R.S. § 3009-A, as amended, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Marine Patrol Deputy. Every sworn Marine Patrol Deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments added after publication.

ARTICLE 4- TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Boat.

A. As partial consideration under this Contract, the TOWN agrees to provide, maintain and keep in good repair a boat that will be used by the Marine Patrol Deputies.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5- COSTS

5.1 The total amount due for all marine patrol services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Selectmen. The total amount due for all services beginning **April 1, 2026, through March 31, 2027**, shall be

> **Three hundred sixteen thousand, nine hundred and twenty-five dollars and ninety-eight cents ($316,925.98)** spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **April 1, 2026**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The COUNTY agrees that the Marine Patrol Deputies providing the services to the TOWN shall be employees of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employees because of injury or sickness arising out of his or her employment. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

5.4 The consideration recited herein – including the provision of fully functional watercraft as described in Section 4.1 above – constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6- ADDITIONAL PERSONNEL

6.1 If, in the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that within a reasonable time in advance of employment, the TOWN furnishes the COUNTY with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 -REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 8-AUDIT OF RECORDS

8.1 The Town Administrator or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

ARTICLE 9 -STANDARD OF PERFORMANCE

9.1 The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract, provided, however, that the COUNTY shall make the final determination on said issues. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the COUNTY.

ARTICLE 10-ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned; except that, if the representative of the parties cannot agree on a third member within ten (1 0) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (1 0) days of receipt of said demand for arbitration and must give notice of its decision to the other party within the same period of time.

10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.

10.5 The claim, dispute or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11- INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss or damage that the TOWN may suffer as a result of claims, demands, costs or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss or damage that the COUNTY may suffer as a result of claims, demands, costs or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 81010, et seq., as may be amended.

ARTICLE 12- TERM

12.1 This Contract shall remain in full force and effect commencing **April 1, 2026, and ending March 31, 2027**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the SHERIFF and the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the COUNTY and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13- TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the County Manager or the Town Administrator. In the event, the Town's Select Board establishes a police department; the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14- EXTENSION

14.1 Unless terminated on notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore

mentioned, unless either party, at least ten (1 0) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15-TRANSITION

15.1 In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16-AUTHORITY TO EXECUTE AND ENFORCE

16.1 The County Manager, as authorized by the County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract on behalf of the COUNTY pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.3 The Chairperson of the Harpswell Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

ARTICLE 17- COMMUNICATIONS

17.1 All communications supporting law enforcement and detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

ARTICLE 18- ENTIRE AGREEMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

Article 19 Vehicle and Equipment Replacement

19.1 Vehicle: The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to this agreement would be as follows: If the vehicle sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting Town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle equipment: The contracting town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with an emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of Required Equipment:
-All emergency lighting, siren, and related equipment
-interior protective cage/screens
-Laptop computer and stand
-Scanner
-Printer
-Emergency radios (mobile and portable)
-Push bumper/guard
-Radar
-Ar-15 Rifle
-12 gauge shotgun
-Rifle and shotgun securing mounts
-First aid kit
-Dash camera (optional)
-Pursuit spike mat
-Self inflating life vest
-Body worn camera (BWC)

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF HARPSWELL, by order duly adopted by its Select Board has caused this Contract to be signed by the Chair of its Select Board and the Cumberland County, Maine, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

CUMBERLAND COUNTY, MAINE

BY: _____

COUNTY MANAGER

JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

COUNTY OF CUMBERLAND

BY: _____

SHERIFF

KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

INHABITANTS OF THE

TOWN OF HARPSWELL

BY: _____

SELECT BOARD CHAIR
KEVIN E. JOHNSON

DATE: March 18, 2026

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-036 **Agenda Date:** 4/21/2026

Agenda Item Request

Authorize the County Manager to execute the attached Dispatch Contract between Frye Island and Cumberland County.

Background and Purpose of Request

Frye Island has contracted with the Cumberland County RCC for Fire & EMS Dispatching services for many years. Frye Island used to have their own Police Department. When the Police Department dissolved the Cumberland County Sheriff's Office provided Law Enforcement coverage for the Island with a contract Deputy. The community intends to stand up a Police Department effective May 15, 2026.

Requestor

Melinda J Fairbrother-Dyer

Funding Amount and Source

Revenue: For 2026/2027, the per capita rate was projected to be $9.30, totaling $4,341.00, plus an added IT Fee of $2,000, which they are unaccustomed to.
Adding a police department bumps the rate to $27.58 (as we do for all others), yielding a total of $12,870.67 (7 months) plus all IT fees.

Effective Date if Applicable

May 15th 2016 with a fee's date of July 1, 2026.

Maine
Cumberland County

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: Melinda J Fairbrother-Dyer
Date: 16 April 2026
Subject: Frye Island Dispatch Contract

Requested Action

Seeks, Authorization for the County Manager to sign the attached Dispatch Contract.

Background and Purpose of Request

Frye Island has contracted with the Cumberland County RCC for Fire & EMS Dispatching services for many years. Frye Island used to have their own Police Department. When the Police Department dissolved the Cumberland County Sheriff's Office provided Law Enforcement coverage for the Island with a contract Deputy. The community intends to stand up a Police Department effective May 15, 2026.

Funding Amount and Source

Revenue

For 2026/2027, the per capita rate was projected to be $9.30, totaling $4,341.00, plus an added IT Fee of $2,000, which they are unaccustomed to.

Adding a police department bumps the rate to $27.58 (as we do for all others), yielding a total of $12,870.67 (7 months) plus all IT fees.

Effective Date

May 15th 2016 with a fee's date of July 1, 2026.

Attachments

- Word documents only
- Example - Memo
- Example - Budget

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

FRYE ISLAND
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2026 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as "the County") with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF FRYE ISLAND (hereinafter referred as "the Municipality") with a principal place of business at 7 Fairway Ln Frye Island, Maine.

WITNESSETH

WHEREAS, pursuant to Title 30-A M.R.S.A. §453 the County Commissioners are authorized to establish a communications center to provide communications services for municipal rescue, ambulance, fire and police departments, and pursuant to 30-A M.R.S.A. 107, the County Commissioners are authorized to enter into agreements with municipalities within the County to provide specific communications services for municipal law enforcement functions, including dispatch of municipal units;

WHEREAS, the County has established the Cumberland County Regional Communications Center ("CCRCC") to provide emergency and non-emergency dispatch services to several public safety agencies within Cumberland County, and to serve as the Public Safety Answering Point ("PSAP") pursuant to 25 M.R.S.A. c. 352 for several communities within Cumberland County; and

WHEREAS, the Municipality has requested that the County provide certain communication services as set forth herein and the County is willing to provide such services through the CCRC pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. SERVICES

The County agrees to provide the Municipality with the following services through the CCRCC, which shall be referred to herein as the "Communication Services."

The Communication Services shall be provided to appropriate service providers and agencies of the Municipality as determined by the CCRCC, including, but not limited to, Fire, Rescue, Animal Control, Marine Safety, and Public Works. For purposes of this Agreement, the County hereby agrees to provide the Communication Services to the following agencies and/or departments of the Municipality: FRYE ISLAND.

The Communications Services to be provided by the County shall include:

(A) Access for use of the emergency alert system by authorized personnel.

(B) Answering of all emergency and non-emergency calls for service.

(C) Dispatching personnel and equipment for emergency and non-emergency calls for service and all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.

(E) A warrant repository for participating agencies.

(F) Access to and licenses for the use of Computer Aided Dispatch (CAD) and Record Management Systems (RMS) software and databases utilized in connection with the Communication Services outlined above.

The County agrees that in providing the Communications Services, it will maintain adequate facilities, equipment and personnel to perform the Communications Services and carry out the purposes stated in the PSAP standards established by the State of Maine. The County further agrees to provide all services in the most cost effective and efficient manner possible and to ensure that all calls for service in the Municipality are dispatched to the appropriate service providers for the Municipality. The County shall be responsible for ensuring that all personnel providing the Communications Services have been certified and trained according to the requirements of the State of Maine. During the term of this agreement, the Municipality agrees to maintain P25 VHF conventional operational capability for Fire / Rescue and/or Law Enforcement personnel within their jurisdiction for use of CCRCC operations channels.

2. AUTHORIZATION

This Agreement shall be effective only upon authorization of the legislative body of the Municipality pursuant to 30-A M.R.S.A. § 107(1) and the Cumberland County Commissioners. A copy of this Agreement shall be filed with the Clerk of the Municipality and in the office of the County Commissioners.

3. TERM & TERMINATION

A. The effective date of this agreement shall be the date upon which it is executed, following the approvals required in Section 2 above. The initial term of this Agreement shall be three years from its effective date. This Agreement shall be automatically renewed following the initial three-year term without affirmative action by the parties, unless otherwise specified in the authorization of the legislative body of the Municipality, for successive one-year periods on its anniversary date, unless and until terminated by either party as set forth herein.

B. Notwithstanding the above provisions, this Agreement may be terminated as follows:

1. By the Municipality if:
   a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein;

   b. the County discontinues the service;

   c. the County fails to comply with the material terms of this Agreement; or
   d. the Municipality fails to appropriate the funds needed to pay the costs set forth in Section 4 of this Agreement as further outlined in Section 5 below.

2. By the County if:
   a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;

   b. the Municipality fails to abide by all CC RCC policies and procedures.

   c. the Municipality fails to comply with the material terms of this agreement.

3. A ninety (90) day written notice of termination must be provided by either party, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

4. COSTS

The Municipality agrees to pay the County the following rates for the following terms:

Year 1 (July 1, 2026 to June 30, 2027): $ 12,870.67
Year 2 (July 1, 2027 to June 30, 2028): $ 3-5% increase to be determined by Dec 1, 2026

This foregoing amounts were calculated as a per capita fee for a period of 7 months population of 800.

Year 1 (July 1, 2026 to June 30, 2027): $ 27.58
Year 2 (July 1, 2027 to June 30, 2028): 3-5% increase to be determined by Dec 1, 2026

In addition to the per capita fee for the Communication Services outlined above, the Municipality agrees to pay the fees associated with the licensed use of the CAD and RMS software outlined in Section 1(F) above and maintenance of the respective software at the level deemed appropriate by the County for the Communication Services being provided to the Municipality. The Software Fee for the first year of this Agreement shall be $ 5,727.60 and shall increase by 3-5% each year of this Agreement thereafter, unless otherwise negotiated by the Parties.

The County shall invoice the Municipality on an annual basis and payments shall be due within 60 days of the end of the contract year.

The rates for years in which this Agreement may be automatically renewed after the initial term shall increase at 3-5% over the most recent annual rate.

Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year.

5. NON-APPROPRIATION

The parties agree that any amounts required to be paid by the Municipality under this Agreement are payable by the Municipality from appropriation through its annual budget process and subject to the approval of its legislative body. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the Municipality upon notice to the County. In such event, the Municipality shall certify to the County that sufficient funds have not been authorized to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

6. ADMINISTRATION

Pursuant to the provisions of 30-A M.R.S.A. § 453, the County Commissioners, after consulting with the municipal officers of the communities served by the CCRCC, will set policies for the CCRCC. The Cumberland County Communications Director shall be appointed by the County Manager and shall be responsible for the administration and operation of the Communications Center. This agreement shall not limit the County Commissioners' authority to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the Communication Services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

A Board of Directors will be established by the County to serve as a liaison between the Municipality and the CCRCC; review and recommend policies for the CCRCC; . The composition of the Board of Directors, the terms of its members, and filling of vacancies on the Board of Directors shall be established by policy

of the County Commissioners with a single representative for each of their districts. The County may also establish committees at its discretion, including, but not limited to, a law enforcement committee, a fire and rescue committee to promulgate policy and procedures for oversight and a technical committee to provide assistance to the CCRCC related to the use of and advancements in technology. The Director of the CCRCC shall be responsible for appointing members to these committees and for assigning directives to the committees as needed.

7. EMPLOYMENT & AGENCY

Nothing in this Agreement shall be deemed or interpreted to make the County an officer, agent, employee or representative of the Municipality, nor to make the Municipality an officer, agent, employee or representative of the County. The parties both understand and agree that the County's employees performing the Communication Services pursuant to this Agreement are not employees of the Municipality and are not entitled to benefits of any kind or nature to which employees of the Municipality are normally entitled. All such employees are and shall remain employees of the County and the County shall be solely responsible for the wages and benefits of said employees, including, but not limited to, unemployment compensation, workers' compensation, group health insurance, disability coverage, retirement contributions, and/or paid time off. Neither party shall have authority, express or implied, to bind or commit the other party to any agreements or obligations unless specifically authorized in writing.

8. PROPERTY

All real and personal property acquired or used in the performance of the Communication Services under this Agreement shall be the property of the County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

9. INDEMNITY

The County agrees to indemnify and hold harmless the Town from any and all liability, loss or damage arising out of the County's performance or failure to perform any of its obligations set forth in this agreement. The County further agrees to defend any claims brought or actions filed against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

The Town agrees to indemnify and hold harmless the County from any and all loss, liability or damage arising out of the Town's performance or failure to perform any of its obligations set forth in this agreement. The Town further agrees to defend any claims brought or actions filed against the County with respect to the Town's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

Notwithstanding the foregoing, the foregoing indemnification provisions shall not be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to either party under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

10. SEVERABILITY
EVERABILITY

If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maine without regard to its conflict of laws provisions. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Maine for the purposes of any action or proceeding arising out of or relating to

this Agreement. Each party hereby consents to such personal jurisdiction and agrees that venue shall lie in the state and federal courts within the State of Maine with respect to any cause of action arising under or relating to this Agreement. Each party hereby waives any objection based on *forum non-conveniens* and waives any objection to the venue of any action instituted hereunder.

12. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. The parties acknowledge and agree they have each carefully read this Agreement, understand its terms and, being duly authorized, sign it as their own free act in their official capacity on behalf of the Municipality and the County respectively.

IN WITNESS WHEREOF, the [TOWN of FRYE ISLAND], by order duly adopted by its [Selectmen/ Council / Town Meeting], has caused this Agreement to be signed by the [Selectmen/ Town Manager] and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be executed by the County Manager.

By:_____
James H. Gailey, County Manager

_____

Date:

By:_William Braun_____
Town of FRYE ISLAND
It's [Select Board Chair / Manager / Administrator]

4/16/2026

Date:

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-037 **Agenda Date:** 4/21/2026

Agenda Item Request

Proclaiming May 3 - 9, 2026 as National Correctional Officer Week.

Background and Purpose of Request

May 3-9 is National Correctional Officer Week, a time dedicated to recognizing the correctional officers at the County Jail who provide excellent service to the citizens of Cumberland County and beyond.

The dedication of our jail staff is unparalleled. It is through your tireless efforts that the jail remains operational 24/7. National Correctional Officer Week is an important opportunity to thank you and show our sincere appreciation for the vital work you do every day.

Cumberland County Commissioners
27 Northport Drive, Portland, Maine 04103
207-871-8380 • cumberlandcounty.org

District One Jean-Marie Caterina • District Two Thomas Tyler • District Three Stephen Gorden
District Four Patricia Smith • District Five James Cloutier

PROCLAMATION
National Correctional Officer Week
May 3 – 9, 2026

WHEREAS, correctional officers are trained law enforcement professionals dedicated to maintaining safe correctional facilities and ensuring the public safety; and

WHEREAS, correctional facilities across the U.S., are run by highly qualified and experienced individuals with a deep understanding of the challenges within the profession; and

WHEREAS, correctional officers and employees are responsible for the custody, care and rehabilitation of thousands of offenders every year, as well as the maintenance of safe and secure facilities; and

WHEREAS, correctional officers and employees are resourceful, capable, committed, patient and persistent professionals in criminal justice; and

WHEREAS, correctional officers and employees serve admirably in many different capacities, including jail administrators, chaplains, nurses, supervisors, social workers, teachers, accreditation and re-entry; and

WHEREAS, correctional officers and employees, mentor, counsel and treat offenders; and

WHEREAS, correctional officers and employees provide offenders with direction, while assisting with re-entry and life outside corrections; and

WHEREAS, correctional officers and employees rise to meet any challenge and serve this honorable profession nobly and admirably;

WHEREAS, the dedicated men and woman of the Cumberland County Jail have displayed a high level of commitment and dedication to the County and its inmates over the last year, assuming new and greater responsibilities, taking on additional shifts all during decreased staffing levels; and now

THEREFORE, BE IT RESOLVED, the County Commissioners of the County of Cumberland declares the week of May 3 through 9, 2026 to be National Correction Officer Week in Cumberland County, Maine, in honor of the individuals who deserve recognition for their service and the exceptional performance of their duties under difficult circumstances.

Signed this ___ day of _____, 2026

_____
Patricia Smith, Chair
District Four

_____
Jean-Marie Caterina
District One

_____
Stephen F. Gorden
District Three

_____
Thomas Tyler
District Two

_____
James F. Cloutier
District Five

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-038 **Agenda Date:** 4/21/2026

Agenda Item Request

Proclaim May 3 - 9, 2026 as National Public Service Recognition Week

Background and Purpose of Request

May 3 - 9, 2026, is National Public Service Recognition Week. This is a time for us to recognize the excellent work and dedication of Cumberland County's 365+ employees across fourteen departments and four campuses.

Cumberland County remains a leader in providing exceptional public service and collaborating with municipalities throughout the region. Our workforce is comprised of individuals dedicated to their fields who consistently seek ways to improve our services. While this specific week is designated for formal recognition, please know that the work you provide is valued and appreciated every day.

Cumberland County Commissioners
27 Northport Drive, Portland, Maine 04103
207-871-8380 • cumberlandcounty.org

District One Jean-Marie Caterina • District Two Thomas Tyler • District Three Stephen Gorden
District Four Patricia Smith • District Five James Cloutier

PROCLAMATION

Public Service Recognition Week

May 3 - 9, 2026

Whereas the week of May 3 through May 9, 2026, has been designated as "Public Service Recognition Week" to honor employees of local and county governments;

Whereas the County's staff have worked and continue to work to provide excellent services to Cumberland County's over 305,000+ residents within the twenty-eight communities;

Whereas Public Service Recognition Week provides an opportunity to recognize and promote the important contributions of public employees and to honor the diverse individuals who meet the needs of Cumberland County at all levels of government;

Whereas thousands of individuals work in government service and as members of the uniformed services in counties, cities and towns across the State of Maine;

Whereas the ability of local and county governments to be responsive, innovative, and effective depends on the outstanding performance of dedicated public employees;

Whereas the County of Cumberland benefits daily from the knowledge and skills of the dedicated individuals who work in public service;

Whereas the week of May 3 through 9, 2026, marks the 42nd anniversary of Public Service Recognition Week:

Whereas, the County Commissioners commends the 365+ county staff for their outstanding contributions to Cumberland County during Public Service Recognition Week and recognizes the County employees for the unyielding dedication to, and enthusiasm for public service to the County's citizenry, businesses and visitors;

Now, Therefore, Be It Resolved that the Board of Commissioners of Cumberland County declares the week of May 3 through 9, 2026 to be National Public Service Week in Cumberland County, Maine in honor of those individuals whose diligence and professionalism work to better the County as a whole.

Signed this ___ day of _____, 2026

_____
Patricia Smith, Chair
District Four

_____
Jean-Marie Caterina
District One

_____
Stephen F. Gorden
District Three

_____
Thomas Tyler
District Two

_____
James F. Cloutier
District Five

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 26-039 **Agenda Date:** 4/21/2026

Agenda Item Request

Proclaim May 10 - 16, 2026 as National Law Enforcement Week

Background and Purpose of Request

As we observe National Law Enforcement Week from May 10-16, 2026, I want to extend my deepest gratitude for your unwavering commitment to our communities.

Their dedication is reflected in the Sheriff's Office's prestigious status as one of only six law enforcement agencies in Maine to earn CALEA accreditation. This achievement is a testament to the high professional standards the department lives by. While the challenges of law enforcement continue to grow, the individuals representing the department consistently step up to keep Cumberland County safe.

Beyond patrolling roads and investigating crimes, their active participation in schools and regional activities demonstrates their role as vital members of our community fabric and good stewards of the badge.

Thank you for your service and dedication. You continue to make Cumberland County a safe place to live, work, and play.

Cumberland County Commissioners
27 Northport Drive, Portland, Maine 04103
207-871-8380 • cumberlandcounty.org

District One Jean-Marie Caterina • District Two Thomas Tyler • District Three Stephen Gorden
District Four Patricia Smith • District Five James Cloutier

PROCLAMATION

National Law Enforcement Week

May 10 - 16, 2026

To recognize National Law Enforcement Week 2026 and to honor the service and sacrifice of those law enforcement officers who protect our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cumberland County Sheriff's Department;

WHEREAS, across the country, citizens take the lead to demonstrate support on National Law Enforcement Week.

WHEREAS, Law Enforcement Officers of every rank and file have chosen a profession that puts their life on the line every day for their communities/counties. They answer the call to public service that is demanding and often unappreciated. On National Law Enforcement Week, we have an opportunity to thank them for their service.

WHEREAS, the Cumberland County Sheriff's Department has been accredited since 2015 and is the recipient of the "Triple Crown" Award from the National Sheriff's Association for being nationally accredited in Law Enforcement, Corrections and Inmate Healthcare;

WHEREAS, Seventy-three dedicated individuals make-up the Sheriff's Department, giving their service to the citizens of Cumberland County 24 hours a day, 365 days a year;

WHEREAS, a total of 39,473 calls for service were responded to during 2025, calls ranging from routine traffic stops, criminal mischief, domestic violence altercations, drug overdose or attempted murder/murder among many others;

WHEREAS, the Cumberland County Sheriff's Department goes to great efforts to be a community partner by offering services like National Drug Take Back Day, National Night Out, consumer fraud awareness, senior awareness programs, Citizens Police Academy and Coffee with a Cop.

THEREFORE, BE IT RESOLVED that Cumberland County Commissioners will observe May 10-16, 2026, as National Law Enforcement Week in Cumberland County, and publicly salutes the 73 employees of the Cumberland County Sheriff's Department and thanks them for all they do for public safety in our Cumberland County.

Signed this ___ day of _____, 2026

_____
Patricia Smith, Chair
District Four

_____
Jean-Marie Caterina
District One

_____
Stephen F. Gorden
District Three

_____
Thomas Tyler
District Two

_____
James F. Cloutier
District Five

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-040 **Agenda Date:** 4/21/2026

Agenda Item Request

Authorize the County Manager to submit a grant application to the Bureau of Justice Assistance (BJA) in response to the FY 2025 Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Notice of Funding Opportunity (NOFO), with a total request of $1,300,000 over 36 months (June 1, 2026-May 31, 2029).

Background and Purpose of Request

BJA released the FY 2025 COSSUP NOFO on a compressed timeline, with applications due May 11, 2026. Cumberland County Public Health (CCPH) is seeking authorization to respond. The County is a current COSSUP recipient (FY 2023 award, ongoing through Spring 2027), and this new grant would serve as a seamless continuation. The FY 2025 award's official project period opens June 1, 2026, though actual start is expected to be later in 2027, aligning directly with the expiration of the current grant.

The proposed project will reduce overdoses and recidivism among people with substance use disorders (SUD) and co-occurring disorders in Cumberland County Jail (CCJ) through coordinated screenings, assessments, and linkages to evidence-based care in the jail and community. It builds on proven work already underway, with key enhancements:

- Continued support for the existing Reentry Coordinator position
- A dedicated, full-time Project Coordinator to manage systems, coordinate across agencies, provide technical assistance, and lead grant reporting
- Strengthened coordination with behavioral health liaisons embedded in law enforcement agencies

Between January 1 and June 30, 2025 alone, the current COSSUP project achieved:

- Hired a Reentry Coordinator
- Screened 1,493 individuals at booking for suspected SUD
- Linked 394 individuals to recovery support services in the jail (case management, peer support, peer navigation, or MOUD)
- 56 individuals received case management in the community
- 33 individuals received peer navigation services in the community
- 34 individuals received 1:1 peer recovery coaching in the community

Requestor

Liz Blackwell-Moore, Public Health Director

Funding Amount and Source

Total request: $1,300,000 over 36 months from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) COSSUP program. No matching funds are required. No additional County funding is needed.

Effective Date if Applicable

Application due May 11, 2026. Project period: June 1, 2026-May 31, 2029 (actual start expected later).

Maine
Cumberland County

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners

From: Liz Blackwell-Moore, Public Health Director

Date: April 15, 2026

Subject: BJA COSSUP FY 2025 Grant Application — BJA-2025-32741

Requested Action

Authorize the County Manager to submit a grant application to the Bureau of Justice Assistance (BJA) in response to the FY 2025 Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Notice of Funding Opportunity (NOFO), with a total request of $1,300,000 over 36 months (June 1, 2026–May 31, 2029).

Background and Purpose

BJA released the FY 2025 COSSUP NOFO on a compressed timeline, with applications due May 11, 2026. Cumberland County Public Health (CCPH) is seeking authorization to respond. The County is a current COSSUP recipient (FY 2023 award, ongoing through Spring 2027), and this new grant would serve as a seamless continuation. The FY 2025 award's official project period opens June 1, 2026, though actual start is expected to be later in 2027, aligning directly with the expiration of the current grant.

The proposed project will reduce overdoses and recidivism among people with substance use disorders (SUD) and co-occurring disorders in Cumberland County Jail (CCJ) through coordinated screenings, assessments, and linkages to evidence-based care in the jail and community. It builds on proven work already underway, with key enhancements:

- Continued support for the existing Reentry Coordinator position
- A dedicated, full-time Project Coordinator to manage systems, coordinate across agencies, provide technical assistance, and lead grant reporting
- Strengthened coordination with behavioral health liaisons embedded in law enforcement agencies

Between January 1 and June 30, 2025 alone, the current COSSUP project achieved:

- Hired a Reentry Coordinator
- Screened 1,493 individuals at booking for suspected SUD
- Linked 394 individuals to recovery support services in the jail (case management, peer support, peer navigation, or MOUD)
- 56 individuals received case management in the community
- 33 individuals received peer navigation services in the community
- 34 individuals received 1:1 peer recovery coaching in the community

Funding Amount and Source

Maine Cumberland County

Total request: $1,300,000 over 36 months from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) COSSUP program. No matching funds are required. No additional County funding is needed.

Effective Date

Application due May 11, 2026. Project period: June 1, 2026–May 31, 2029 (actual start expected later).

Attachments

- Staff memo on BJA COSSUP FY 2025 NOFO application
- Grant Authorization Form

Revised 2026

Memo to the Grants Committee

Date: April 15, 2026

From: Liz Blackwell-Moore, Public Health Director

Subject: BJA COSSUP FY 2025 Grant Application — Due May 11, 2026

Overview

The U.S. Department of Justice's Bureau of Justice Assistance (BJA) has released the FY 2025 Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Notice of Funding Opportunity (NOFO) with applications due May 11, 2026. The NOFO was released on a compressed timeline. Cumberland County Public Health (CCPH) is seeking Grants Committee endorsement and Board of Commissioners authorization to submit an application for $1,300,000 over a 36-month project period (June 1, 2026–May 31, 2029).

Note on timing: While the official project period begins June 1, 2026, we anticipate the actual start date will be considerably later — likely Spring 2027 — consistent with typical BJA award timelines. This would align closely with the anticipated end of the County's current FY 2023 COSSUP award, allowing for a seamless continuation of this work.

Background

Cumberland County has been a COSSUP recipient since FY 2020, and the current grant remains active with a full evaluation underway. The program addresses a well-documented problem: drug-related arrests are the highest driver of recidivism and associated jail costs in Cumberland County. A recent recidivism analysis of Cumberland County Jail (CCJ) confirms that people who engage with services are significantly less likely to reoffend.

The current project created a Reentry Coordinator position to identify high-risk individuals at booking, track them through their jail stay, and connect them with services. What we learned is that managing this coordination across multiple agencies — jail medical, peer navigators, case managers, MOUD providers, and community reentry programs — is itself a full-time undertaking, separate from the work of designing and sustaining the underlying systems. Without investing in durable coordination infrastructure, the risk is that services will continue to fall short for the people who need them most.

Recent Accomplishments (Jan 1 – Jun 30, 2025)

Even while the full evaluation is still underway, the current COSSUP project achieved the following in just the first half of 2025:

- Hired a Reentry Coordinator
- Screened 1,493 individuals at jail booking for suspected SUD
- Linked 394 individuals to recovery support services in the jail (case management, peer support, peer navigation, or medications for opioid use disorder/MOUD)
- 56 individuals received case management services in the community post-release
- 33 individuals received peer navigation services in the community post-release
- 34 individuals received 1:1 peer recovery coaching in the community post-release

Proposed Project: COSSUP FY 2025 (2026–2029)

The overall goal of the project is to reduce overdoses and recidivism among people with SUD and co-occurring disorders at CCJ through coordinated screenings, assessments, and linkages to evidence-based care in the jail and community. This is a continuation of the current project with targeted quality improvements in two areas:

1. Full-Time Project Coordinator

The most significant addition in this grant cycle is a dedicated, full-time Project Coordinator housed at CCPH. The Reentry Coordinator position (created under the current grant) has demonstrated the high value of this coordination work — and also the limitation of a single role being responsible for both direct service coordination and systems-building simultaneously. The Project Coordinator will:

- Design, implement, and manage durable tools, protocols, and systems for cross-agency coordination serving people with SUD at CCJ
- Support the Reentry Coordinator so they can focus on direct service coordination with high-risk individuals
- Provide ongoing technical assistance to grant partners, including training, connections to resources, and professional development
- Lead all grant reporting, including data collection tool development, cross-agency data integration, and direct reporting to BJA — reducing this burden from partner agencies

2. Strengthened Coordination with Law Enforcement Behavioral Health Liaisons

A key quality improvement in this grant cycle is formalizing and deepening coordination between jail-based services and behavioral health liaisons embedded within local law enforcement agencies. These liaisons represent a critical bridge between initial law enforcement contact, diversion opportunities, and downstream jail and community services. The project will establish clear referral pathways, shared protocols, and regular coordination touchpoints between these liaisons and the CCPH-led reentry infrastructure.

Coordination Model

The project operates through the Cumberland County Behavioral Health and Justice Coalition, which convenes key stakeholders across the Sequential Intercept Model — from first responder deflection through reentry. Within CCJ, the model relies on systematic booking screening to identify individuals with suspected SUD, followed by warm referral and connection to in-jail services (MOUD, peer support, case management). Prior to and following release, peer navigators and reentry case managers bridge individuals to community-based treatment, housing, and recovery supports.

Funding

Total Request: $1,300,000

Project Period: June 1, 2026 – May 31, 2029 (36 months; actual start anticipated Spring 2027)

Matching Funds: None required

Additional County Funding: None required

Application Deadline: May 11, 2026

This grant represents a significant opportunity to sustain and deepen life-saving work that is already producing meaningful results for Cumberland County residents and the County Jail system. CCPH recommends approval to proceed.

Grant Authorization Form

STEP 1- (to be filled out by Project Manager)

New Completed Request Continuation Amendment to Grant Initial Notification

Materials to follow

ATTACH A COPY OF GRANT APPLICATION WITH DETAILED BUDGET.

Name of Grant: BJA FY25 Comprehensive Opioid, Stimulant, and Substance Use, Site-Based Program (COSSUP)

Department requesting grant: _____Public Health_____

Project Manager: __Brandon Irwin_____

Briefly state purpose: $1.3 Million over 3 years for a project designed to reduce overdoses and recidivism among people with substance use disorders (SUD) and co-occurring disorders in Cumberland County Jail (CCJ) through coordinated screenings, assessments, and linkages to evidence-based care in the jail and community.

Proposed grant time period: ___June 1, 2026- May 31, 2029_____

Match required? $__0.00_____

Money in your budget? If so, where? _No money in the budget for this project_____

Long Term Budget Cost? Yes

Approximate Annual Budget Impact?

In the first year, FY27, there will be no budget impact for the county as the grant will pay 100% of the CCJ Reentry Coordinator salary and fringe. In FY28, the grant will fund 50% of the Reentry Coordinator salary and fringe and 50% will be funded within the CCJ budget for a total county budget impact of $45,918. In FY29, the grant will fund 25% of the Reentry Coordinator and CCJ will fund 75% for a total county budget impact of $70,581.75.

Department Director signature:

Turn into County Treasurer.

STEP 2- (to be filled out by County Treasurer)

1. Is everything in order? ____YES/NO_____

2. Funding Proposal acceptable? _____YES/NO_____

3. Unique identifier assigned to grant (for tracking purposes only): _____

Signature of County Treasurer_____ Date: _____

Forward to Grant Oversight Committee

_____

STEP 3

Approved to commence with the application process

Or

Needs Commissioner review and acceptance to submit

_____ _____

County Manager Date

If the grant is awarded, you must submit award letter and contract to the County Manager. Go to STEP 4

_____
_

STEP 4

The Grant has been awarded. You are authorized to commence with the scope of the grant received

_____ _____

County Manager Date

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-041 **Agenda Date:** 4/21/2026

Agenda Item Request

Adopt the proposed Policies to meet State Statute and the Maine Criminal Justice Academy Board of Trustees requirements for the operation of a Law Enforcement Agency by the District Attorney's Office.

Background and Purpose of Request

A year ago, the District Attorney's Office received a three-year SAKI (Sexual Assault Kit Initiative) grant in support of categorizing and testing numerous sexual assault test kits residing in law enforcement agencies across the county, which have gone unprocessed to date. One part of the grant implementation process is to have an investigator hired and assigned to the scope of work. In order for the DA's Office to have a certified law enforcement officer on staff, the DA's Office needs to seek designation of a Law Enforcement Agency in accordance with requirements as set forth by State Statute and the Maine Criminal Justice Academy. This agenda item brings forth a number of policies necessary to seek this designation.

Certain policies are required of all law enforcement agencies, and places that hire law enforcement officers. Please see:

1.<https://legislature.maine.gov/legis/statutes/25/title25sec2803-B.html>
2.<https://www.maine.gov/dps/sites/maine.gov.dps/files/inline-files/Mandatory%20Minimum%20Policy%20Standards%20March%2030%202026_0.pdf>

The mandated policies are as follows:

1. Use of Force
2. Vehicular Pursuit
3. Domestic Violence
4. Hostage Situation/Barricaded Subject
5. Response to Mental Illness and Involuntary Commitment
6. Civil Rights Act/Bias or Hate Incidents
7. Recording of Interviews
8. Sex Offender Registry
9. Citizen Complaints
10. Criminal Conduct by Officers (combined with #9)
11. Death Investigations
12. Bias-Based Profiling (combined with #6)
13. Unannounced Search Warrants
14. Attorney-Client Privilege
15. Expectations of Truthfulness and Disclosure of Information

16. Investigation of Sex Trafficking
17. Freedom of Access Requests

Attached are the draft policies which follow closely the model policies as approved by the Maine Criminal Justice Academy and put out by the Maine Chiefs' Association.

We are currently working with the Academy to make sure we have what we need, and also to adopt recent changes as of March which all agencies must include by July:
<https://www.maine.gov/dps/sites/maine.gov.dps/files/inlinefiles/Mandatory%20Minimum%20Policy%20Standards%20March%2030%202026_0.pdf%20>

The only changes to these submissions that would occur would be at the direction of the Academy and/or to comply with mandatory language and updates. Not all policies will be applicable to the new SAKI Investigator, but we are required to have them in place. A few policies are combined: Citizen Complaints and Criminal Conduct by Officers (9 and 10) and the Hate/Bias Crimes and Bias-Based Profiling (6 and 12).

Requestor

DA Sartoris, District Attorney

Effective Date if Applicable

Immediately after voting.

Maine
Cumberland County

To: Cumberland County Board of Commissioners
From: District Attorney Jackie Sartoris
Date: 4/14/2026
Subject: SAKI Investigator and Required Policies for Designation of a Law Enforcement Agency

Requested Action

Adopt the proposed Policies to meet State Statute and the Maine Criminal Justice Academy Board of Trustees requirements for the operation of a Law Enforcement Agency by the District Attorney's Office.

Background and Purpose of Request

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Funding Amount and Source

No funds needed for this request.

Effective Date

Immediately after voting.

Attachments

Draft Policies, pdf.

CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE – USE OF FORCE POLICY FOR LAW ENFORCMEENT OFFICERS

I. Purpose

To provide officers with guidelines on the limits of officer authority and the use of deadly and non-deadly force and its reporting requirements.

II. Policy

This agency recognizes and respects the value and integrity of each human life. In vesting law enforcement officers with the lawful authority to use physical force to protect the public welfare, a careful balancing of all human interests is required. At times officers are confronted with situations in which control is required to affect an arrest, to protect the public or to ensure officer safety. Every attempt will be made to achieve control through advice, warnings, or persuasion. When resistance to police action or a threat to life or safety is encountered, however, law enforcement officers have a duty to exercise their authority and to use physical force to protect themselves and the public they serve. An officer may use only that physical force that the officer reasonably and actually believes is necessary to effectively bring an incident under control while protecting the officer or another, including the use of an electronic weapon and less-than-lethal munitions, if applicable.

Officers will make every attempt to de-escalate a situation before using force, but once force is required, officers will avoid using excessive force. The purpose of this policy is to provide guidance to officers on justified and reasonable applications of force to include use of force reporting. This policy must be read and applied in conjunction with other departmental policies on using force, such as less-lethal equipment.

The use of force, whether deadly or non-deadly, shall at all times be in accordance with the requirements of Title 17-A. All officers are responsible for being familiar with Title 17-A MRSA § 15, 106 (6) 107, 108, 110 and all other applicable statutes, as well as Chapter 2 of the Maine Law Enforcement Officer's Manual.

Officers must abide by this policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. Definitions

Actual Belief: A subjective state of mind in which the actor holds a genuine or honest conviction.

Bodily Injury: Physical pain, physical illness or any impairment of physical condition (17-A M.R.S. §2(5)).

Canine (K-9): A department authorized dog, the training and certification of which has included handler protection and suspect apprehension. This is considered the use of non-deadly force (17-A M.R.S. §101(5)).

Chemical Agents or OC: Chemical mace. Oleoresin Capsicum (commonly referred to as "pepper spray" or "OC" or any similar substance composed of a mixture of gas, chemicals, inflammatory agents, irritants or similar substances that has or is designed to have a disabling effect upon human beings. Incapacitating agents are designed to produce temporary physiological or mental effects, or both, which will render individual's incapable of concerted effort. Chemical Agents can be in the form of a liquid, gas or powder. This is considered the use of non-deadly force (17-A M.R.S. § 101(5)).

Command Presence: The ability to speak clearly and authoritatively, issuing concise commands using a tone that reflects control and professionalism.

Compliance Techniques: The methods of arrest, restraint, and control that include manipulation of joints, pressure point applications and take-down techniques to control an aggressive offender.

Deadly Force: Physical force, which a person uses with the intent of causing, or which the person knows to create a substantial risk of causing, death or serious bodily injury. Except as provided in 17-A M.R.S. §101(5), intentionally, knowingly, or recklessly discharging a firearm in the direction of another person or at a moving vehicle constitutes deadly force. (17-A M.R.S. §2(8))

De-escalation: the use of verbal or non-verbal actions and tactics, whenever feasible and possible, preceding a potential force encounter. This may include, but is not limited to, the use of distance, cover, tactical re-positioning, and communication in order to stabilize the situation, reduce immediacy of the threat, and allow for more time and options for resolution. The goal of these tactics is to slow down the situation, allowing access to additional resources (e.g., personnel, supervisors, specialized officers or teams) that may mitigate the intensity of the encounter, help gain voluntary compliance, or otherwise allow for control of the situation and the safety of the officer, subject and others without the need to use additional force.

Electronic Weapon: A portable device or weapon from which an electrical current, impulse, wave or beam may be directed, which current, impulse, wave or beam is designed to have a disabling affect upon human beings. (The use of an electronic weapon is the use of non-deadly force.)

Excessive Force: Physical force that is unreasonable or unnecessary or inappropriate for the particular circumstances. Determining whether the application of physical force was reasonable and appropriate requires consideration of the severity of the crime, the nature and extent of the threat posed by the suspect, the degree to which the suspect resists arrest or detention, and any attempts by the suspect to evade arrest by flight. Facts or circumstances unknown to the officer may not be considered later determining whether the force was justified.

Excited Delirium Syndrome (ExDS): A medical disorder generally characterized by observable signs, symptoms and behaviors that may appear together, including extreme mental and physiological excitement, intense agitation, hyperthermia (elevated body temperature) often resulting in nudity, hostility, exceptional strength, endurance without apparent fatigue, and unusual calmness after restraint accompanied by a risk of sudden death.

Firearm: Any weapon whether loaded or unloaded, which is designed to expel a projectile by the action of an explosive and includes any such weapon commonly referred to as a pistol, revolver, rifle, gun, machine gun, or shotgun. Any weapon that can be made into a firearm by the insertion of a firing pin, or other similar thing, or by repair, is a firearm. (17-A M.R.S.§2(12-A)).

Impact Weapon: A device or weapon designed for use by an officer in close quarter physical defense of the officer or another and/or control of an aggressive offender. Examples of an impact tool are a collapsible baton, a flashlight, or other similar device.

Individual Actions: As a part of the Situational Use of Force assessment process, the categories below can be used to describe an individual subject's behavior:

- Cooperative: Compliant and willing to obey, posing minimal threat to the officer(s) or others.
- Resistive (Passive): Non-compliance, defiance or failure to cooperate with lawful verbal direction, but offering no resistive or evasive bodily movement to prevent the officer's attempt at physical control (e.g., a passive demonstrator, a person going limp, prone or refusing to stand up, lie down, enter / exit vehicle, leave the scene, etc.).
- Resistive (Active): Physically resistive or evasive bodily movement, including but not limited to muscle tension, bracing, pushing, pulling, flailing or flight, to avoid

or defeat an officer's attempt at physical control, or to prevent being taken into or retained in custody. Verbal statements, defiance and belligerence alone do not constitute active resistance.

- Active Aggression: A threat of an assault, coupled with any pre-attack indicators (e.g., clenched fists, flanking, fighting stance, etc.) and the present ability to carry out the threat or assault, reasonably indicating that an assault or injury to the officer or another person is imminent.
- Assaultive (High Risk): An overt act of an assault, or highly agitated or combative actions or behavior posing an imminent threat of injury to the officer or another. Such actions may include but are not limited to hostile physical or active resistance, kicking, punching, or spitting, whether an assault occurs or not.
- Life Threatening: Actions or behavior that could cause death or serious bodily injury, potentially justifying the use of deadly force.

Less Lethal Force: Response options that are not designed or used with the intention of causing (and have less potential for causing) death or serious bodily injury, including but not limited to chemical agents, electronic weapon, noise/flash diversionary device, or impact projectiles such as those fired by a PepperBall launcher, 40mm launcher; etc.

Less Lethal Grenade: A weapon designed to expel projectiles, including chemical agents and smoke. This is considered the use of non-deadly force

Less-than-Lethal Munitions: A low-kinetic energy projectile designed to be discharged from a firearm that is approved by the Board of Trustees of the Maine Criminal Justice Academy that has been designed to have a disabling effect upon human beings. (See Appendix 2) The use of a less-than-lethal munitions weapon is the use of non-deadly force.

Non-deadly Force: Any physical force which is not deadly force. (17-A M.R.S. §2(18))

Officer Presence: The presence of a law enforcement officer who is willing and able to handle a situation.

Officer Response Options: Choices available to an officer concerning the type of force to be used in response to a given situation, including but not limited to command presence, physical presence, voice commands, compliance techniques, takedowns, electronic weapons, chemical agents, impact weapons, canines, and deadly force.

Physical Force**:** The actual exercise of some form of kinetic energy (one person to another) of such a nature as to create an imminent and substantial risk of causing bodily harm.

Reasonable Belief: When facts or circumstances provided to or known to the law enforcement officer are such as to cause an ordinary and prudent officer to act or think in a similar way under similar circumstances.

Serious Bodily Injury: Bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement or loss or substantial impairment of the function of any bodily member or organ, or extended convalescence necessary for recovery of physical health. (17-A M.R.S. §2(23))

Situational Use-of-Force Options: A dynamic process by which an officer assesses, plans, and responds to situations that threaten public and officer safety and requires the use of force and control. The process includes an assessment of the situation and circumstances immediately confronting the officer, including but not limited to the severity of the crime or suspected offense, the level and imminence of any threat to the officer(s) or public, the level of resistance, the risk or apparent attempt to flee or escape; the suspect's behavior and individual actions (cooperative, resistive (passively or actively), assaultive / high risk, or life-threatening (posing a threat of death or serious bodily injury), and the officer's perceptions and tactical considerations. Based on this assessment, the officer selects from the available

DRAFT

officer response options while continuing to evaluate the evolving situation, adapting a plan and actions that are appropriate and effective in bringing the situation under control.

Weapon of Availability: Flashlights, vehicles, tools, implements, objects or other devices that are not necessarily issued, intended or normally authorized as weapons, but that *may* be used in extraordinary circumstances when their use would be justifiable and no other adequate or suitable defensive tool is immediately available.

IV. Procedures

A. The use of force shall be restricted to circumstances specified by law when necessary to accomplish a police task. No law enforcement officer is entitled to use force to effectuate a police purpose without first being trained in the use of that force.

B. Officers shall periodically be issued up-to-date copies of the Maine Criminal Code (Title 17-A). Additionally, officers must be issued copies of this directive and instructed in its application prior to being authorized to carry any weapon.

C. Non-deadly Force

An officer is justified in using a reasonable degree of non-deadly force upon another person when the officer reasonably believes it is:

1. Necessary to effect a lawful arrest or prevent an escape from a lawful arrest;
2. Necessary to defend the officer or a third person from what is believed to be the imminent use of non-deadly force against the officer or a third person; or
3. Necessary to restrain a person who the officer reasonably believes is about to commit suicide or inflict bodily injury upon the officer;
4. If an officer knows that an arrest or detention is illegal, then no use of force is justified.

D. Deadly Force

An officer is justified in using deadly force only when the officer reasonably believes it is necessary:

1. To defend the officer or a third person from what the officer reasonably believes is the imminent use of deadly force. If feasible, the officer must issue a warning prior to using deadly force, e.g., “drop the weapon,” or a similar instruction to cease the threatening behavior.
2. To effect an arrest or prevent the escape of a person and the officer reasonably believes that:
    a. the person has committed a crime involving the use or threatened use of deadly force, or is using a dangerous weapon in an attempt to escape; **and**
    b. there is an immediate danger that the person to be arrested will cause death or serious bodily injury to the officer or a third person unless apprehended without delay; **and**
    c. the person against whom the force is being used has reason to know the officer is a law enforcement officer.
    d. The force used must be a reasonable necessity to prevent the escape. In other words, there must be no other means reasonably available to prevent the escape.
    e. Officers should be aware that the mere fact that a person is a "fleeing felon" does not justify the use of deadly force.
3. Strangle and Choke Holds and any other similar holds that restrict the ability to breath or the flow of blood to the brain are prohibited except when the officer

reasonably believes there is a threat of an imminent use of deadly force to himself or herself or to a third party:

a. the use of these techniques is subject to the deadly force reporting requirement to the Investigation Division of the Maine Attorney General's Office.

E. Medical Aid

F. Whenever an officer uses a degree of force, either deadly or non-deadly, which results in injury, the officer shall ensure that medical aid is rendered as soon as is practicable. No officer is to provide any level of medical aid which the officer is not trained to administer. If necessary, the injured person should be transported to a hospital, either by an officer or by ambulance in cases of more serious injury. If the individual refuses medical attention this must be noted on the Use of Force Report.

V. Situational Use of Force

The dynamics of all encounters are different, and it would be impossible to attempt to categorize and define all the levels of control appropriate in any given situation. The degree of control employed, however, should be in direct relationship to the amount of resistance employed against the officer or the level of threat that a person poses to the officer or others. The use of control may be in the form of advice, warnings, persuasion, verbal commands, passive control, the use of OC spray, physical contact, the use of non-lethal weapons, or the use of deadly force. The situational use of force options should be:

Verbal Commands: The use of verbal directions to control or dictate an individual's actions.

Passive Control: Light, physical touching to guide a subject's movements and overcome low levels of resistance.

Compliance Techniques: Actual, physical bodily contact with a subject and forcibly controlling a subject until resistance is overcome. This includes control and defensive tactics, striking a subject with your body, using OC spray, using electronic control devices or taking a subject to the ground. These tactics are the use of non-deadly force.

Defensive Tactics: The use of impact weapons to gain compliance and control. This includes the baton or the pepperball system. This also includes the pointing of a firearm at a person. All of these tactics are the use of non-deadly force.

Deadly Force: Force that may cause death or serious bodily injury including: the discharge of a firearm or the delivery of a strike to a subject's head with an impact weapon.

This section shall not be used to suggest or require officers to use or start at a level of control that is insufficient to address the level of resistance or threat that the officer is encountering.

Situational force options in correlation with the individual's actions are diagrammed in Appendix One.

VI. Deadly Weapons

A. Firearms

Law Enforcement Officers shall only carry firearms and ammunition authorized by this agency. All sworn personnel will be issued a copy of this Standard Operating Procedure and be specifically instructed in the use of force section before being allowed to carry a firearm for this agency. All weapons must be inspected by a firearms instructor approved by this office prior to being issued to an officer.

1. Permissible Use of a Firearm Issued or Authorized by this Agency

a. For training at an approved range.
b. To kill an animal that humanely requires its removal from further suffering when other dispositions are impractical;
c. As a means of applying deadly force as defined by state law.

2. Prohibited Use of a Firearm

a. As a warning shot;
b. At or from a moving vehicle, unless the circumstances justify the use of deadly force;
c. When there is a clear and obvious danger of hitting bystanders, who may be in or near the line of fire;
d. As an impact weapon.

3. Reporting the discharge of a firearm

Whenever an officer discharges an agency firearm, other than in training or dispatching an animal, a use of force report shall be filed.

VII. Non-Deadly Weapons

A. Oleoresin Capsicum (O.C.) Spray

1. Officers shall carry only Department-issued O.C. Spray canisters. O.C. Spray may only be carried by officers who have been trained in its proper use. O.C. Spray is the only authorized non-impact weapon to be used in the application of non-deadly force.

2. The use of O.C. Spray is the use of non-deadly force. Therefore, it should be used only in those situations in which the use of non-deadly force is justified.

3. A Use of Force Report must be filed whenever O.C. Spray is used against a person.

4. An officer should allow a person who has received a dose of O.C. Spray to decontaminate as soon as possible after the use of the spray. Decontamination should not wait until the person is transported to jail. At times, an officer may find it impractical, for safety reasons, to decontaminate an individual at the scene of an incident. In such a case, an officer should decontaminate the person as soon as possible after the person's removal from the scene. The officer should explain in the Use of Force Report the fact that decontamination was not possible at the scene and the reason it was not possible.

If a person requests medical treatment after being sprayed, the officer shall make such treatment available as soon as is practicable after decontamination. O.C. Spray will not be used to threaten, to elicit information or persuade people to comply with orders, nor will it be used on people who are handcuffed, secured and properly in custody.

However, handcuffed persons may be sprayed after being warned and under the following conditions:

a. During an attempt to or damaging department property; or
b. During an attempt to or injuring an officer and/or a third party.

B. Baton

Only issued or authorized batons will be carried, and batons shall not be altered in any manner (i.e., increase in weight). Sound judgment must be exercised in the use of the baton due to its potential for causing death or serious bodily injury. The head, face and neck area of a person shall not be targeted when the baton is used. Intentionally striking a person in the head with a baton shall be considered the use of deadly force.

When the use of the baton is necessary, the guidelines are as follows:

1. The baton should not be raised above the head to deliver a blow; overhead swings of the baton are easily blocked, enhance the possibility for the baton to be taken away from the officer and used against the officer.

2. Blows from the police baton shall be made in a sharp and deliberate motion and shall be directed to the appropriate target area, as follows:

   LEVEL ONE AREAS - are targets selected for blocking and striking, which are the least likely to result in serious injury to a person; whenever possible, officers shall select a minimum level of force target when blocking or striking a suspect. These targets include forearm, buttocks, thigh, shin, Achilles tendon, instep, and lower abdomen.

   LEVEL TWO AREAS - may be selected when blocks or strikes to a Level One blocking or striking target fail to conclude an attempted assault. Level Two targets include: upper arm, elbow joint, inside of wrist, back of hand, knee joint, shoulder, shoulder blades, rib cage, collarbone, and upper abdomen.

   LEVEL THREE AREAS - should be selected only when blocks or strikes at Level One or Level Two fail on the first or second try, or do not correspond to the level of danger perceived. Officers must have reason to fear that they are in danger of great bodily harm or death if Level Three target areas are used to block or strike in self-defense. Level Three targets include: bridge of nose, temple, eyes, ears, jaw, upper lip, face, back of head, hollow behind the ear, throat, back of neck, solar plexus, groin, kidney, spine, and tail bone

3. Although the baton is an efficient and necessary weapon, it is not intended to replace the service sidearm. If deadly force is used or threatened and human life is imminently endangered, deadly force should be considered as a countermeasure. The baton may only be used by officers who have been properly trained in its use.

C. Flashlights

1. In such circumstances, when the flashlight is already in hand, it may be used defensively to fend off an attack.

2. Flashlights carried on duty will be no larger than a 4-cell flashlight.

3. Sound judgment must be exercised in the use of the flashlight due to its potential for causing death or serious bodily injury. The head, face and neck area of a person shall not be targeted when the flashlight is used. Intentionally striking a person in the head with a flashlight shall be considered the use of deadly force.

4. Although an officer justifiably may use any available tool as a weapon in emergencies, he shall make every reasonable effort to use approved weapons when lawfully required.

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VIII. Less than Lethal Weapons

A. **Guidelines for Use of Less than Lethal munitions**

1. **Less than lethal munitions may be used as one of many weapons if consistent with the situational use of force model.**
2. **All uses of less than lethal munitions shall be consistent with this agency's policy on use of force and principles of situational force.**
3. **Use of less than lethal munitions below that of deadly force.**
4. **Less than lethal munitions are primarily designed for use against subjects who appear to pose a threat of death or serious bodily injury to themselves or others.**
5. **There is a broad range of scenarios in which use of an impact projectile may be justified. Major factors to consider when deciding whether such use is justified include the following:**
    a. Seriousness of any crime committed by the individual;
    b. Whether the individual is armed and, if so, the potential lethality/threat;
    c. Propensity of the individual to be violent;
    d. The urgency of the situation and potential impact of actions that may be committed by the suspect;
    e. The ability of officers to use an impact projectile against the suspect in accordance with policy and training;
    f. **The potential for collateral damage to officers, other persons, or property should the impact projectile incapacitate the suspect (e.g., the suspect is or is allegedly holding a triggering device connected to explosives or other destructive devices).**
6. **Deployment of less than lethal munitions should be at the direction of a line supervisor or another senior officer unless it is reasonably likely that failure to take immediate action would result in injury, death, or serious property damage.**
7. **Only officers who have met this agency's training requirements for use of the impact projectile are permitted to carry or deploy less than lethal munitions.**

B. **Deployment, Strike Areas, and Follow Up**

1. **Specific deployment weapons shall be designated for deployment of less than lethal munitions and shall be definitively marked by paint or other conspicuous distinguishing features as authorized by this agency. These weapons shall not be used for any other purpose, shall be loaded only with less-than-lethal munitions, and shall be kept only by authorized personnel in a manner designated by the agency.**
2. **When possible, officers should inform other police personnel in the immediate vicinity that impact projectiles will be deployed in order that the shot will not precipitate the use of firearms by other officers.**
3. **Less than lethal munitions shall be directed at suspect target areas based on the circumstances at hand, established safety priorities, the exigency of the situation, and the level of force that is authorized.**
4. **Suspects who are struck with a projectile should be restrained as necessary and transported to a medical facility for examination.**
5. **Use of less than lethal munitions is a use of force and is subject to the same reporting and investigative policy requirements as other types of force incidents.**

C. **Training**

1. **Officers authorized to deploy less than lethal munitions shall receive designated training and certification as required by this agency and shall re-qualify with the weapon as designated by this agency.**
2. **Officers shall receive agency-authorized training specifically designed to simulate actual deployment situations and conditions to enhance officers' discretion and judgment in using less than lethal munitions in accordance with this policy.**

IX. Electronic Weapons

Only law enforcement officers who have successfully completed this agency's approved training shall be authorized to carry and use Electronic Weapons. Training shall be conducted annually, by a certified instructor.

A. **Electronic Weapon Readiness**

1. **The Electronic Weapon will be carried in a manner consistent with agency policy and training.**
2. **The Electronic Weapon shall be carried fully armed with the safety on in preparation for immediate use.**
3. **Only agency approved battery power sources will be used in the Electronic Weapon.**
4. **No changes, alterations, modifications, or substitutions shall be made to an agency Electronic Weapon.**
5. **At the beginning of each tour of duty, officers shall perform a function check on the Electronic Weapon. The functions check shall be completed in a safe manner consistent with agency training. Any malfunctions with the Electronic Weapon shall be immediately reported to a supervisor. The defective Electronic Weapon shall immediately be placed out of service.**
6. **Only agency-approved cartridges shall be used.**

B. **Permitted Use of an Electronic Weapon**

1. **When physical force is justified against a suspect who is actively resisting arrest or exhibiting active aggression through words or actions towards an officer or a third party actually present. The suspect must pose an immediate threat to the officer or third party.**
2. **To incapacitate a person who poses a threat of physical injury to the officer/herself.**
3. **Against aggressive animals that pose a threat of physical injury to an officer or another person.**
4. **During agency authorized training programs or demonstrations.**

C. **Prohibited Use of an Electronic Weapon**

1. **Against a person who the officer knows or reasonably believes to be pregnant unless deadly force is justified.**
2. **Against a person who is at an elevated location where a fall could cause serious bodily injury or death unless deadly force is justified.**
3. **Against an operator of a motor vehicle if the use of an Electronic Weapon could reasonably result in the uncontrolled movement of a vehicle unless deadly force is justified.**

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4. **Against a person who is near a flammable gas or a liquid.**
5. **In drive-stun or touch-stun mode as a prod or escort device.**
6. **To rouse an unconscious, impaired, or intoxicated person.**
7. **To experiment on a person or allow a person to experience the Electronic Weapon, even if the person requests it, when the use would not otherwise be allowed by this policy. This does not apply to voluntary training exposures or demonstrations as authorized by the CLEO on a case-by-case basis.**
8. **For any illegal purpose, e.g., coercion, torture, etc.**

D. **Deployment of an Electronic Weapon**

1. As with all uses of force, certain individuals may be more susceptible to injury. Officers should be aware of the greater potential for injury when using an electronic weapon against children, the elderly, persons of small stature irrespective of age, or those who the officer has reason to believe are pregnant, equipped with a pacemaker, or in obvious ill health.
2. Upon firing the device, the officer shall energize the subject the least number of times, and no longer than necessary to accomplish the legitimate operational objective. The electronic weapon shall not be energized without an observation period between firing cycles on any individual subject.
3. The subject should be secured as soon as practical while disabled by electronic control to minimize the number of deployment cycles. In determining the need for additional energy cycles, officers should be aware that an energized subject may not be able to respond to commands during or immediately following exposure
4. In preparation for firing, the electronic weapon shall be pointed in a safe direction; The safety/power mechanism switched “on”, and then aimed. Center mass of the subject’s back should be the primary target where reasonably possible; front lower center mass, or the legs, are secondary targets.
5. Fixed sights should be used as the primary aiming device, and the laser dot as the secondary aiming device.
6. The device may also be used in certain circumstances in a “drive stun” mode. This involves pressing the unit against an appropriate area of the body based on training. It is important to note that when the device is used in this manner, it is:
    a. Primarily a pain compliance tool due to a lack of probe spread.
7. The electronic weapon shall be pointed at the ground in a safe direction with the switch mechanism turned off during loading, unloading, or when handled in other than an operational deployment.

E. All officers are to be aware of police canines being present on scene. Except in the most exigent circumstances, the electronic weapon shall not be deployed if a canine is being actively employed at the scene.

F. Post Deployment Aid Given

1. The electronic weapon probes may be removed from the subject by the officer after the subject is restrained following procedures outlined in training. Officers shall use universal precautions against potential biohazard contamination when removing darts from a person.
2. Officers shall attempt to take photographs of the affected area **before and after** the probes are removed.

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3. All individuals who have been ***incapacitated*** by an electronic weapon shall be evaluated by EMS Personnel prior to being transported to jail. Officers shall take particular notice, and relay that specific information to treating medical personnel of any person who:

    a. Does not appear to recover properly after being exposed to an electronic weapon.
    b. Has been exposed to more than (3) three cycles.
    c. Has had more than (1) one electronic weapon effectively used against him or her in any given incident,
    d. Has been subjected to a continuous energy cycle of 15 seconds or more, or
    e. Has exhibited signs of extreme uncontrolled agitation or hyperactivity prior to electronic weapon exposure,
    f. Received secondary injury as a result of falling, etc.

4. The following persons shall be transported to a medical facility for evaluation and removal of probes following exposure to an electronic weapon. Any person who:

    a. Requests medical attention for removal,
    b. Is hit in a sensitive area (e.g., face, head, neck, female breast, groin, or barb embedded into bone),
    c. From whom officers have difficulty removing the probes (owing to probe or barb separation),
    d. Does not appear to recover properly after being exposed to an electronic control weapon.

5. When the device has been used operationally, the officer shall collect and dispose of the spent cartridge, wire leads, and probes in a biohazard container using universal precautions.

6. In the event of a device failure, the officer shall collect the cartridge, wire leads, and probes as evidence.

X. Rendering Aid

Officers shall monitor an individual in the officer's custody for evidence of injury or medical distress.

Officers are required to request Emergency Medical Services (EMS) any time an individual in custody:

1. Requests medical aid following a use of force,
2. Requests medical aid for an injury,
3. Displays signs or symptoms of medical distress, including but not limited to those associated with drug or alcohol overdose, excited delirium, or positional asphyxia and will immediately render appropriate medical aid;
4. Does not appear to properly recover following the use of less lethal force and, or
5. Displays signs or symptoms of serious bodily injury.

Officers are required to offer medical aid for minor injuries to an individual in custody, unless such aid is knowingly refused by the arrestee and the refusal shall documented in a report.

XI. Duty to Intervene and Report

Any officer who witnesses another officer using what he/she reasonably believes to be an unreasonable and/or unnecessary use of force, that is in itself a substantial deviation from known standards of law enforcement training, has a duty to intervene to protect the safety and the rights of the subject involved. Any officer who witnesses use of force that the officer believes to be unreasonable, unnecessary or a substantial deviation from known standards of law enforcement training, shall report those observations to the officer's supervisor as soon as practicable, and will complete a written report on the incident as soon as practicable.

A. **Reporting Use of Force**

Officers applying force as outlined above shall complete a Use of Force Report and submit it to their supervisor. The supervisor shall review the incident and if it appears the force applied was not appropriate, the supervisor shall conduct the necessary investigation and immediately notify the Chief Law Enforcement Officer. All reports must be completed prior to the end of shift. *(It should be noted that the dispatching of an injured animal does not constitute deadly force and does not require a Use of Force Report, but a Firearms Discharge Report or memorandum shall be forwarded to the Chain of Command for review and approval)*

B. All visible injuries to a suspect or an officer, whether or not the injuries are caused by the use of force, must be photographed. The photos must be attached to the Use of Force Report. If a person alleges an injury, but it is not visible to the officer, photograph the area that the person claims is injured. Document the allegation and the fact that no injury was visible.

C. The officer who has used force in the incident shall comp*lete all blank spaces on the Use of Force Report. The officer shall make a diligent attempt to obtain all information necessary to complete the report. If information remains unknown to the officer after such diligent attempt*, the officer shall mark such space "unknown". The report shall include a description of the incident, the particular application of physical force, and first-aid or medical services rendered. The officer will attach a copy of the arrest report narrative to the Use of Force Report. Upon completion of the report, it shall be forwarded to the on-duty patrol supervisor. An officer who is a witness to a use of force must complete a supplement narrative and attach it to the original Use of Force report. The Use of Force Report must be completed and submitted to a supervisor by the end of the shift in which the force is used.

D. The supervisor shall review the report for accuracy and detail and will approve the Use of Force Report. The report will be forwarded through the Chain of Command to the Chief Law Enforcement Officer for review and approval.

E. After review of the report by the CLEO, if it is believed that the officer may have engaged in criminal conduct, the CLEO will notify the District Attorney or the Office of the Attorney General, and the Director of the Maine Criminal Justice Academy.

XII. Annual Review

A. The CLEO or designee will maintain a file of all departmental Use of Force Reports and prepare an annual report on the use of force occurrences no later than January 31st of the following year. The report should identify any trends in the use of force by agency personnel, training needs, equipment needs, or policy revisions.

PER ORDER OF: _____

Chief Executive Officer

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Appendix One
Situational Use of Force Options

Individual's Actions
Cooperative

Officer's Options

- Professional Presence
- Verbal & Nonverbal
- Control Techniques

Individual's Actions
Passive Resistive

Officer's Options

- Come-along Techniques
- Compliance Techniques

Individual's Actions
Active Resistive

Officer's Options – Nondeadly Force

- Come-Along Techniques
- Compliance Techniques
- Strikes
- O/C Spray or Chemical Weapons
- Electronic Weapons
- Impact Weapons
- Police Canines
- Weapons of Availability

Individual's Actions
Assaultive/High Risk

Officer's Options – Nondeadly Force

- Compliance Techniques
- Strikes
- O/C Spray or Chemical Agents
- Electronic Weapons
- Impact Weapons
- Police Canines
- Weapons of Availability

Individual's Actions
Life Threatening/Serious Bodily Injury

Officer's Options – Deadly Force

- Firearms
- Impacting Vital Areas
- Other Incapacitating Force Meth
- Weapons of Availability

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Appendix Two

Maine Criminal Justice Academy Board of Trustees
Approved Less-Than-Lethal Munitions

Manufacturer: CTS – Combined Tactical Systems:

12 gauge – Fired from a 12-gauge shotgun:

1. **CN, CS, OC Liquid & Powder Projectiles**
2. **.31 caliber Sting-Balls**
3. **Door Breaching**
4. **Super Sock Bean Bag**

37mm, 38mm and/or 40mm Cartridges – Fired from a 37mm, 38mm or 40mm Launcher:

1. **Pyrotechnic, smoke, single projectile**
2. **Pyrotechnic, smoke, three projectiles**
3. **Pyrotechnic, CN or CS, single projectile**
4. **Pyrotechnic, CN or CS, three projectiles**
5. **Powder or Liquid Barricade - CN, OC, CS Powder projectile**
6. **Heavy Barricade Projectile – CN, OC, CS Powder projectile**
7. **Muzzle Blast Projectile – CN, OC, CS**
8. **Kinetic Projectiles:**
    a. **Foam baton**
    b. **Rubber baton**
    c. **.31 cal. Sting Balls**
    d. **.60 cal. Sting Balls**
    e. **Wood Baton**
    f. **Super Sock Bean Bag**
9. **Pyrotechnic 40mm Cartridges – Smoke, CN or CS**
10. **Liquid Barricade Projectile 40mm cartridges – CN, CS or OC (Spin Stabilized)**
11. **Kinetic Projectile 40mm cartridges:**
    a. **Sponge, Spin Stabilized**
    b. **Foam Baton, Multi**
    c. **.31 cal. Sting Balls**
    d. **.60 cal. Sting Balls**
    e. **Wood Baton, Multi**
12. **Powder Barricade Projectile 40mm cartridges:**
    a. **CS or OC**
13. **Kinetic Projectile 4**

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Manufacturer: Def-Tec (Defense Technology):

12-gauge Projectiles:

1. **Liquid Ferret – Non-pyrotechnic (Indoor use) OC, CS, CN**
2. **Powder Ferret – Non-pyrotechnic (Indoor use) OC, CS CN**
3. **Stinger – 32 cal. Stinger Rubber balls**
4. **Bean Bag rounds**
5. **Fin Stabilized – rubber fin stabilized**
6. **Drag Stabilized – Bean point of aim, point of impact round**

37mm & 40mm Projectiles - Pyrotechnic (Outdoor use):

1. **CN or CS Long Range (Speedheat)**
2. **CN or CS Short Range (Speedheat)**
3. **Colored Long Range (Speedheat) – smoke**
4. **Skat Shell – CN, or CS Multiple projectile**
5. **Flite Rite Heavy Duty Barricade – CN or CS**

37mm & 40mm Projectiles – Non-Pyrotechnic (Indoor Use):

1. **Muzzle Blast – Powder blast dispersion – OC, CN, CS**
2. **Liquid Ferret – Liquid barricade penetrator – OC, CN, CS**
3. **Powder Ferret – Powder barricade penetrator – OC, CN CS**

37mm – Black Powder Rounds

1. **Stinger – 32 cal. Rubber balls**
2. **Stinger – 60 cal. Rubber balls**
3. **Wood Baton**
4. **Rubber Baton**
5. **Foam Baton**
6. **Bean Bag**

40mm – Smokeless Powder Rounds

1. **Stinger – 32 cal. Rubber balls**
2. **Stinger – 60 cal. Rubber balls**
3. **Wood Baton**
4. **Foam Baton**
5. **Rubber Baton**
6. **Bean Bag**
7. **Sponge – Exact Impact Sponge Round**

37/40mm – Smokeless Powder

1. **Stinger – 32 cal. Rubber balls**
2. **Stinger – 60 cal. Rubber balls**
3. **Wood Baton**
4. **Foam Baton**
5. **Bean Bag**

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Manufacturer: Less-Lethal.com:

12-gauge Projectiles:

1. **2550 Single Rubber Baton**
2. **2581 Sock**

37mm Projectiles

1. **3581 Sock**

Manufacturer: Alstechnology.com:

12-gauge Projectiles:

1. **ALS 1200 Sock**
2. **ALS1212 Drag Sock**

37mm Projectiles

1. **ALS 3702 Sock**
2. **ALS 3704 Drag Sock**

Manufacturer: Lightfield Less Lethal:

12-gauge Projectiles:

1. **LSSR 12**
2. **LSLR 12**
3. **Mid-Range Rubber Slug**
4. **LERS 12**
5. **LSSR-HV**

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE – VEHICULAR PURSUIT POLICY

I. Purpose

The purpose of this policy is to establish guidelines for the initiation and continuation of vehicular pursuits.

II. Policy

Vehicular pursuit of fleeing suspects can present a danger to the lives of the public, officers, and suspects involved in the pursuit. Tactics used to stop a fleeing vehicle may be considered a use of force. It is the policy of this law enforcement agency to regulate the manner in which vehicular pursuits are undertaken and performed.

Given that this is a mandatory policy by statue, officers must abide by this policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. Definitions

Vehicular Pursuit - A deliberate attempt by an officer in an authorized emergency vehicle to apprehend a fleeing suspect who is actively attempting to elude apprehension.

Authorized Emergency Vehicle - A vehicle of this agency equipped with operable emergency equipment as designated by state law.

Pursuit-Rated Vehicle - An authorized emergency vehicle that is specially designed and equipped for use during high-speed pursuits.

Primary Unit - The police unit immediately following the suspect vehicle at a reasonable distance and that assumes primary control of the pursuit.

Secondary Unit - Any police unit that becomes involved as a backup to the primary unit and follows the primary unit at a safe distance.

Trail or Trailing - The unauthorized following of a pursuit at any distance, to include paralleling, intercepting, or tracking.

Caravanning - Direct participation in or following of, a pursuit by emergency vehicles other than the primary and authorized secondary units.

Terminate - To abandon or abort the pursuit.

Termination Point - The location where the pursuit comes to a conclusion.

IV. Procedures

Only officers who have completed the Maine Criminal Justice Academy Emergency Vehicle Operations Course or have received a waiver for equivalent training may become actively involved in a pursuit.

Officers are responsible for being familiar with the applicable statutes in 15 M.R.S., 17-A M.R.S., 29-A M.R.S. and 30-A M.R.S., including the permissible use of deadly force, as outlined in 17-A M.R.S. §107, and pertinent chapters of the Maine Law Enforcement Officer's Manual.

A. Initiation of pursuit

1. Pursuit is authorized only if the officer has a reasonable belief that the suspect, if allowed to flee, would present a danger to human life or cause serious injury. In general, pursuits for minor violations are discouraged.
2. The decision to initiate a pursuit must be based on the pursuing officer's conclusion that the immediate danger to the officer and the public created by the pursuit is less than the immediate or potential danger to the public should the suspect remain at large.

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3. Unless a greater hazard would result, a pursuit should not be undertaken if the subject(s) can be identified with enough certainty that they can be apprehended at a later time.

4. In deciding whether to initiate or continue a pursuit, the officer shall take the following into consideration:

    a. The seriousness of the offense;
    b. Known information on the suspect;
    c. Road configuration (e.g. interstate, divided highway, work zone);
    d. Physical location and population density (e.g. residential area, school zone, business district);
    e. Existence of vehicular and pedestrian traffic;
    f. Lighting and visibility;
    g. Weather and environmental conditions;
    h. The relative performance capabilities of the pursuit vehicle and the vehicle being pursued;
    i. Officer training and experience;
    j. Available equipment;
    k. Speed and evasive tactics employed by the suspect;
    l. The presence of other persons in the police and suspect vehicle;
    m. Any other condition or situation that would create an unreasonable risk.

5. A pursuit should not be initiated or engaged in while providing transportation for any person, other than law enforcement officers.

B. Pursuit Operations

1. Upon undertaking a pursuit, the pursuing vehicle shall activate emergency lights, sirens, and camera systems, and they shall remain activated for the duration of the pursuit.

2. Upon initiating a pursuit, the officer shall notify the communications center of:

    a. the officer initiating the pursuit shall immediately notify the Communications Center of the offense for which the pursuit was begun, the location, direction of travel, description of the vehicle, and number of occupants if known.
    b. Officers operating “unmarked” authorized emergency vehicles may initiate a pursuit. Whenever a marked vehicle becomes available to take over as the primary pursuer, the unmarked vehicle will yield and serve in a back-up role.
    c. Communications personnel shall notify an available supervisor of the pursuit, clear the radio channel of non-emergency traffic, and relay necessary information to other officers and jurisdictions. Communications will immediately check the registration information in an attempt to identify the owner of the fleeing vehicle.
    d. The supervisor assigned will have control over the pursuit.
    e. The back-up to the primary pursuit officer shall be assigned by a supervisor or Communications. The secondary unit shall:

        i. activate emergency lights, sirens, and camera systems, and they shall remain activated for the duration of the pursuit,
        ii. follow the primary pursuit vehicle at a safe distance,
        iii. assume the responsibility of updating Communications with the location and direction of travel of the pursuit,
        iv. become the primary pursuit vehicle if the primary unit becomes disabled.

    f. No pursuit shall be conducted in a direction against the lawful flow of traffic on a one-way street or lane of a divided highway.
    g. Unless circumstances dictate otherwise, a pursuit shall consist of no more than two police vehicles: a primary and a secondary unit.

        i. All other personnel shall stay clear of the pursuit unless instructed to participate by a supervisor.
        ii. Caravanning and trailing is prohibited. However, officers should monitor the progress of the pursuit and be prepared to assist if directed by a supervisor.
        iii. The number of vehicles engaged in a pursuit may be adjusted to fit the situation with supervisory approval.

iv. A supervisor who has joined in the pursuit and supervises the units shall be considered an additional unit.
v. The supervisor shall consider units from other jurisdictions in determining the number of vehicles participating.

h. Whenever possible, pursuit-rated vehicles should be utilized.

C. Supervisory Responsibilities

1. Supervisors are responsible for managing all vehicular pursuits to include determining whether the pursuit should continue or be terminated.

2. When made aware of a vehicular pursuit, the appropriate supervisor shall notify communications that he or she is monitoring the pursuit and accepting supervisory responsibility.

3. The supervisor is responsible for

a. monitoring incoming information;
b. coordinating and directing activities as needed to ensure that proper procedures are used, to include ensuring that

i. no more than the necessary number of units are involved,
ii. the appropriate radio channel is being utilized, and
iii. surrounding jurisdictions have been notified; and

c. discontinuing the pursuit when necessary.

d. A supervisor shall respond to the termination point following a pursuit.

D. Pursuit Tactics

1. All officers involved in a vehicular pursuit shall wear a seat belt.

2. Non-involved officers shall not follow the pursuit on parallel streets unless authorized by a supervisor or when it is possible to conduct such an operation without unreasonable hazard to other vehicular or pedestrian traffic.

3. Motorcycles should not be used for pursuits except in extremely exigent circumstances and when weather and related conditions allow. Motorcycle units shall disengage when support from marked patrol units becomes available.

E. Pursuit Intervention Tactics

All intervention tactics short of deadly force such as tire deflation devices and Precision Immobilization technique (PIT) maneuver should be used when it is possible to do so safely and when the officer utilizing such tactics has received appropriate training. The decision to use intervention tactics shall be based on careful consideration of all facts known to the officer and should be initiated when conditions permit. A supervisor's permission should be obtained prior to the use of intervention tactics.

1. Tire Deflation Devices

Tire Deflation Devices are designed to be used against vehicles having at least four tires. Use of tire deflation devices against motorcycles and three-wheeled vehicles substantially increases the risk of bodily injury or death to the vehicle's operator and passengers. Under no circumstances will tire deflation devices be used against a motorcycle or three-wheeled vehicle unless the use of deadly force on all vehicle occupants is legally justified. Tire deflation devices shall not be used against tractor trailer units loaded with dangerous chemicals or passenger buses carrying innocent passengers.

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2. Precision Immobilization Technique (PIT)

   The Pursuit Immobilization Technique (PIT) may be utilized as a means of stopping a fleeing vehicle by officers trained in its use by the Maine Criminal Justice Academy. If feasible, supervisory approval should be gained prior to employing the technique. The following criteria should be used when making the decision to utilize PIT:

   a. When it is believed the continued movement of the pursued vehicle would place others in danger of serious bodily injury or death.

   b. When the apparent risk of harm to citizens is so great as to outweigh the risk of harm to the occupants of the pursued vehicle and the officer in utilizing the PIT.

   c. When all other reasonable means of apprehension have been considered and rejected as impractical.

   The PIT shall be considered the use of non-deadly force if conducted at 45 MPH or below in the manner prescribed by an officer's training, education, and experience. The use of PIT as trained by the Maine Criminal Justice Academy is not likely to result in serious bodily injury or death.

   A PIT conducted at over 45 MPH should only be used when the use of deadly force is justified, AND, barring extraordinary or life-threatening circumstances, may only be employed with the prior approval of a supervisor.

3. Roadblocks

   Only in the case of suspected violent fleeing felons whose escape poses a danger to life may officers set up a roadblock. The roadblock should have an "avenue of escape", unless deadly force is justified. Such a roadblock should afford the operator of a pursued vehicle an opportunity to in fact stop unless deadly force is justified under the circumstances. To the extent that a decision to establish a roadblock may be a decision to employ deadly force, the provisions of the agency's Use of Deadly Force Policy apply.

F. Termination of Pursuits

1. If, in the opinion of the pursuing officer, supervisor or Chief Executive Officer, the potential danger to the violator, uninvolved persons or police personnel outweighs the necessity of apprehension, the pursuit will be terminated.

2. If an outside agency assumes control of a pursuit initiated by our agency, the supervisor overseeing the pursuit will decide our agency's continued involvement.

3. If an outside agency requests that we terminate a pursuit in their jurisdiction, the pursuing officer and/or supervisor will attempt to comply.

4. If a pursuing officer loses communication with both the Communications Center and the supervisor, he shall terminate the pursuit.

5. No officer can be disciplined for discontinuing a pursuit.

G. Fresh Pursuit Across State Boundaries

An officer may pursue a vehicle across state lines only as permitted by law. (*See* 15 MRSA c. 7; 276 MA Gen LA § 10A; NHRSA § 614:1)

1. A pursuit may continue into New Hampshire or Massachusetts if the operator or an occupant of the vehicle is suspected of having committed murder, or a Class A, B, or C crime.

2. A pursuit may continue into New Hampshire if the operator is reasonably suspected of operating under the influence (O.U.I.).

3. A pursuit must cease at the New Hampshire state line the operator or an occupant of the vehicle is suspected of having committed a Class D crime other than O.U.I., a Class E crime, a traffic infraction, or other civil violation.

4. An officer may not pursue a vehicle into Canada under any circumstances.

H. Post-Pursuit Procedures

1. Whenever an officer engages in a pursuit, he or she shall file an agency incident report. The officer will also file a Maine Motor Vehicle Pursuit Report. These reports shall be reviewed by the agency's command staff to determine compliance with policy. The Agency's Chief Executive Officer shall ensure that the Maine Motor Vehicle Pursuit Report is submitted to the Maine State Police Traffic Division.
2. Any pursuit that results in a fatality, personal injury, or serious property damage shall be investigated by an outside agency not involved in the pursuit for the purposes of completing a traffic crash investigation.
3. All videos of vehicular pursuits shall be reviewed following the incident.
4. The department shall analyze police pursuit activity at least annually and identify any additions, deletions, or modifications warranted in agency pursuit procedures. This analysis shall consider the following implications on the agency:
    a. Policy;
    b. Equipment;
    c. Training
    d. Inter-Jurisdictional Issues
5. Any vehicle involved in a pursuit should be inspected before returning to service.

PER ORDER OF: _____

Chief Executive Officer

DRAFT

CUMBERLAND COUNTY DA'S OFFICE DOMESTIC VIOLENCE POLICY FOR LAW ENFORCEMENT OFFICERS

I. Purpose

The purpose of this policy is to provide a consistent process for responding to domestic violence and to prescribe a preliminary course of action that officers should take in response to domestic violence incidents.

II. Policy

This agency maintains that the nature and seriousness of crimes committed between family or household members are not mitigated solely because of the relationships or living arrangements of those involved. It is the policy of this agency that domestic violence be treated with the same consideration as violence in any other enforcement context.

It is also the policy of this agency that officers take steps to properly investigate, identify predominant aggressors, and combine the use of appropriate community services with enforcement of the law in an effort to: (1) break the cycle of domestic violence by preventing future incidents or reducing the frequency and/or seriousness of such incidents, (2) protect victims of domestic violence and provide them with support, and (3)promote officer safety when dealing with domestic violence situations.

This agency also recognizes that no one is immune from incidents of domestic violence, including law enforcement. As part of this policy, this agency will take a proactive approach when dealing with any domestic violence committed by agency employees.

Given this is a statutorily mandated policy; officers must abide by this agency's policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. Definitions

Adult: Means any person 18 years of age or older or a person under 18 years of age who is emancipated pursuant to 15 M.R.S. §3506-A.

Abuse: Means the occurrence of the following acts between family or household members or dating partners or by a family or household member or dating partner upon a minor child of a family or household member:

1. Attempting to cause or causing bodily injury or offensive physical contact, including sexual assaults under Title 17-A, chapter 11, except that contact as described in 17-A M.R.S. §106(1), (physical force by persons with special responsibilities) is excluded from this definition.
2. Attempting to place or placing another in fear of bodily injury through any course of conduct including, but not limited to, threatening, harassing or tormenting behavior.
3. Compelling a person by force, threat of force or intimidation to engage in conduct from which the person has a right or privilege to abstain or to abstain from conduct in which the person has a right to engage.
4. Knowingly restricting substantially, the movements of another person without that person's consent or other lawful authority by:
    a. Removing that person from that person's residence, place of business or school;
    b. Moving that person, a substantial distance from the vicinity where that person was found; or
    c. Confining that person for a substantial period either in the place where the restriction commences or in a place to which that person has been moved.

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5. Communicating to a person a threat to commit, or to cause to be committed, a crime of violence dangerous to human life against the person to whom the communication is made or another, and the natural and probable consequence of the threat, whether or not that consequence in fact occurs, is to place the person to whom the threat is communicated, or the person against whom the threat is made, in reasonable fear that the crime will be committed; or

6. Repeatedly and without reasonable cause:
   a. Following the plaintiff; or
   b. Being at or in the vicinity of the plaintiff's home, school, business or place of employment.

Confidential Communications: Means all information, whether written or oral, transmitted between a victim and a domestic violence advocate in the course of the working relationship. Confidential communications includes, but is not limited to, information received or given by the advocate in the course of the working relationship, advice, records, reports, notes, memoranda, working papers, electronic communications, case files, history and statistical data, including name, date of birth and social security number, that personally identify the victim.

Dating Partners: Means individuals currently or formerly involved in dating each other, whether or not the individuals are or were sexual partners.

Domestic Partners: Means two unmarried adults who are domiciled together under long term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.

Domestic Violence Crimes: Means crimes of domestic violence assault; domestic violence aggravated assault; domestic violence elevated aggravated assault, domestic violence elevated aggravated assault on pregnant person; domestic violence criminal threatening; domestic violence terrorizing; domestic violence stalking and; domestic violence reckless conduct**.**

Domestic Violence Advocate: Means an employee of or volunteer for a nongovernmental program for victims of domestic violence who:

1. Has undergone at least 30 hours of training; and
2. As a primary function with the program supports and provides safety planning services to victims, supervises employees or volunteers who perform that function or administers the program.
3. Domestic Violence Advocates include those who work or volunteer at the member domestic violence resource centers of the Maine Coalition to End Domestic Violence, and the member advocacy centers of the Wabanaki Women's Coalition.

Family or Household Members: Means spouses or domestic partners or former spouses or former domestic partners, individuals presently or formerly living together as spouses, natural parents of the same child, adult household members related by consanguinity or affinity (blood or marriage) or minor children of a household member when the offender is an adult household member. Holding oneself out to be a spouse shall not be necessary to constitute "living as spouses." For purposes of this subsection, "domestic partners" has the same meaning as in 18-A M.R.S. §1-201(10-A).

Law Enforcement Agency Employee: Means all sworn and non-sworn members of this agency.

Predominant Aggressor: Means the person most responsible for the violence, uses the higher level of violence, has an established history of violence in the relationship, and who represents the more serious present threat of violence, when one or both parties have committed some sort of violence towards each other.

Predominant Aggressor Analysis: Method in which used by an officer to identify a predominant aggressor. (See Appendix #3)

Risk Assessment: Means a procedure whereby we measure some characteristics of a person or situation and then use that information to predict the likelihood of some negative event, i.e. re-abuse for example, as measured by re-arrest.

Self-defense: Means a person is justified in using a reasonable degree of physical force upon another person in order to defend the person or a third party from what the person reasonably believes to be the imminent use of unlawful force. See 17-A M.R.S. §108.

Strangulation: Means impeding the breathing or circulation of the blood of another person by intentionally, knowingly or recklessly applying pressure on the person's throat or neck. See 17-A M.R.S. §208(1)(C).

IV. Procedures

A. General

Law enforcement officers are responsible for being familiar with the applicable statutes of 15 M.R.S. Chapter 12-A, Chapter 101 of Title 19-A M.R.S. Chapter 101, and 17-A M.R.S §15and the applicable chapters of the Maine Law Enforcement Officer's Manual (L.E.O.M.).

B. Emergency Communication Specialist (ECS) Responsibilities

The ECS who receives a domestic violence call can provide the responding officers with vital information that could save the victim's and/or officer's life. The ECS shall give a domestic violence call the same priority as any other life-threatening call and shall, whenever possible, dispatch at least two officers to every incident.

1. In addition to information normally gathered, an effort should be made to determine and relay the following information to responding officers, but not limited to:
    a. Whether the suspect is present and, if not, the suspect's description and possible whereabouts.
    b. Whether weapons are involved.
    c. Whether the offender is under the influence of drugs or alcohol.
    d. Whether children are present.
    e. Whether a current protective order, bail conditions, and/or probation conditions are in effect.
    f. Complaint history at that location.
    g. Whether medical attention is needed.
    h. Any "excited utterances" made by the caller.
    i. Any agency or court record or risk assessment pertinent to either party.
2. The ECS should attempt to keep the caller on the telephone as long as possible and should tell the caller that help is on the way and when the caller can expect officers to arrive and should relay ongoing information provided by the caller to the responding officers.
3. The ECS shall NOT cancel the law enforcement response to a domestic violence complaint based solely on a follow-up call from the residence requesting such cancellation. However, the ECS shall advise the responding officers of the request.
4. The ECS shall ensure that officers at the scene of an incident of violence or violation of an order of protection are informed of a recorded prior incident of violence involving the abused party and can verify the effective dates and terms of a recorded order of protection.
5. If the call involves, or appears to involve, a law enforcement officer or other employee of a law enforcement agency, the ECS shall immediately notify the employee's supervisor, regardless of the involved employee's jurisdiction.

C. Initial Officer Response

1. The officer should avoid the use of sirens and emergency lights in the vicinity of the scene of the incident. Officers should be alert to and note persons encountered while approaching the scene. If possible, an officer should question any potential witnesses to the incident.
2. The officer should not park the police vehicle directly in front of the residence of the disturbance. The officer should be alert for assailants leaving the scene and for the employment of weapons from doors, windows, or nearby vehicles.
3. The officer should consider the surroundings before knocking on the door, and listen and look in any nearby window to obtain additional information about the situation (layout of house, number of people involved, weapons).

4. Officers must be concerned for their own safety as well as the victim's. Minimize the possibility of injury, stand on the side of the door when knocking. The unexpected may occur when the door opens.

5. If the incident involves a law enforcement officer or other employee of a law enforcement agency as the suspect, refer to additional initial officer response protocols below in section J of this policy.

D. Complaint Investigation

Upon arriving to a domestic violence call, officers shall:

1. Identify oneself as an officer by name, explain the law enforcement presence, and request entry into the home. If the complainant is in the home, ask to see the complainant. If the person who called the police is someone other than the subject of the call, the officer should not reveal the caller's name.

2. Restore order by gaining control of the situation, in particular by securing the suspect and controlling the suspect's movement and ability to interact visually or verbally with others at the scene.

3. Take control of all weapons used or threatened to be used in the crime.

4. Assess the need for medical attention and call for medical assistance, if needed. In cases involving non-fatal strangulation, always call Emergency Medical Services to examine the victim, regardless of whether visible injury exists.

5. If any of the parties are Limited English Proficient, officers should arrange for interpretation services.

6. Interview all parties, to include children, neighbors, and other witnesses, separately.

7. Process the crime scene.

8. In cases when one or both parties have committed some kind of violence against the other, utilize the predominant aggressor analysis by 1) establishing that probable cause exists that a crime has occurred, 2) actively investigating whether any party used self-defense, and 3) determining who is the overall predominant aggressor in the relationship. This is the person who poses the most past/present/future risk to the other, who uses an overall pattern of coercive, controlling tactics, and the person who places the other in fear, These steps in the analysis should be completed in order. Officers should consult the Predominant Aggressor Decision tree (Appendix 1) when utilizing the analysis. This analysis is to be used in making arrest decisions.

9. Collect and record evidence and, where appropriate, take color photos of injuries and property damage.

10. If the offender has left the scene and a crime has been committed, officers will:

    a. Conduct a search of the immediate area.
    b. Obtain information from victims and witnesses as to where the offender might be.
    c. Officers are encouraged to make a warrantless arrest when the offender is found or write an affidavit for an arrest warrant and arrest the offender.

11. If probable cause does not exist to make an arrest for violation of any domestic violence crime, officers must indicate in the agency incident report the reason for such.

12. In-custody arrest is mandatory when an officer has probable cause to believe that a violation of a court-approved consent agreement or protection order has occurred, or if a domestic violence aggravated assault, a domestic violence elevated aggravated assault (17-A M.R.S. §208-, or domestic violence elevated assault on a pregnant person has occurred, pursuant to 19-A M.R.S. §4012(5).

13. A warrantless arrest is authorized if an officer has probable cause to believe that a person violated an order issued pursuant to 15 M.R.S. §321(6). Furthermore, when an officer has reason to believe that a family or household member has been abused, the officer shall

immediately use all reasonable means to prevent further abuse, which may include arresting the abusing party with or without a warrant pursuant to 19-A M.R.S. §4012(6)(D) and Title 17-A, §15.

14. A warrantless arrest is also authorized if an officer has probable cause to believe a person has committed or is committing any crime listed in 17-A M.R.S. § 15.
15. Officers must make a good-faith effort to complete a validated, evidence-based domestic violence risk assessment, currently the Ontario Domestic Abuse Risk Assessment (ODARA) (see Appendix 2), on the offender:
    a. ODARA is used in any case involving any person arrested for: domestic violence assault; domestic violence aggravated assault; domestic violence elevated aggravated assault; domestic violence elevated aggravated assault on pregnant person; domestic violence criminal threatening with a dangerous weapon; and/or domestic violence terrorizing when the circumstances include:
        I. An act of violence involving physical contact with the victim or;
        II. A credible threat of death with a weapon in hand made in the presence of the victim.
    b. ODARA is validated for use in heterosexual intimate or dating partnerships only; it is not yet validated for use in same sex intimate partnerships; not validated for cases involving other family or household member relationships.
    c. In addition to completing the ODARA score sheet, the officer should document in the narrative of the investigative report the specific facts and circumstances that support the scoring of the ODARA.
    d. The officer must provide the ODARA results with the Bail Commissioner, see 19-A M.R.S. §4012(6).
    e. The officer must provide a copy of the ODARA to the Office of the District Attorney for the county in which the abuse took place, see 19-A M.R.S. §4012. At a minimum, the officer must ensure that a copy of the ODARA assessment is included in the case file for provision to the District Attorney's Office.
    f. The officer should attach the ODARA scoresheet to the incident report and also provide details about the sources of information and scoring of each ODARA item in the report narrative.
16. Complete appropriate offense or incident reports and include, if possible and at a minimum, the following:
    a. Time of dispatch, time on the way to the call, and time of arrival.
    b. Description of the scene and the appearance and demeanor of the parties.
    c. Excited utterances/present sense impressions from the parties or witnesses.
    d. The officer's own observations of injury, people, and the scene.
    e. Each person's description of the relationship of the parties.
    f. Photographs.
    g. Any other physical evidence, including digital/technology.
    h. Names, ages, addresses, phone numbers of witnesses (including children and neighbors).
    i. Written statements.
    j. The three-step analysis when making the predominant aggressor determination.
    k. Whether an arrest was made.
    l. Details about the validated, evidence-based domestic violence risk assessment (Ontario Domestic Assault Risk Assessment), including the sources of information for each item and the score, if an arrest is made for an eligible crime and an eligible relationship exists.
    m. Details about medical intervention if any.
    n. Request for medical records.
    o. Note all existing Protection From Abuse Orders, bail conditions, and probation conditions.
    p. Information and referrals provided to the victim, including Protection From Abuse Order information if no order already exists, and contact information for the domestic violence

resource centers of the Maine Coalition to End Domestic Violence and the advocacy centers of the Wabanaki Women's Coalition.

q. ATN and CTN numbers when necessary.
r. Current contact information for the victim or another person who knows where to contact the victim.
s. SBI and Triple-I.

17. The agency may provide a copy of the incident report or information to an advocate at a domestic violence or sexual assault center, pursuant to 16 M.R.S. §806(3).

E. Bail Commissioner Information Form

1. Officers should make a good faith effort to complete the Bail Commissioner Information Form (see Appendix 3). The form includes:

a. The officer's name, agency, incident number, ATN and CTN numbers.
b. The pending charges with statutory cites and class of the pending crimes charged.
c. The defendant's name, DOB, address(es), phone numbers, place of employment, physical description and location of arrest.
d. The victim's name, DOB, relationship to the defendant, phone numbers and the victim's address only if it is clear the defendant already knows where the victim lives.
e. Maine SBI, NCIC Triple III (if appropriate), MV history information and any other history.
f. Failing to Appear, Protection for Abuse/Harassment Orders or Other Bail Conditions information.
g. When appropriate, the validated, evidence-based domestic violence risk assessment (ODARA) score.
h. Whether the incident included the use of strangulation.
i. Other information to include, but not limited to the presence/use/threat of weapons, threats to kill self/others/pets, alcohol or drug use, if the victim is pregnant, or if there was a recent separation.

F. On Scene Assistance to Victims and Dependents

Maine law provides that whenever an officer has reason to believe that a family or household member has been abused, the officer shall immediately use all reasonable means to prevent further violence. The LEO shall assist the victims of domestic violence in the following manner:

1. If any of the parties are Limited English Proficient, officers should arrange for interpretation services

2. Advise all parties about the criminal nature of domestic violence, its potential for escalation, and that help is available.

3. Remain on the scene as long as there is a reasonable belief that there is a danger to the physical safety of that person without the presence of an officer, including, but not limited to, staying in the dwelling unit.

4. Assist that person in obtaining medical treatment necessitated by an assault, including driving the victim to the emergency room of the nearest hospital.

5. Give that person immediate and adequate written notice of rights, which shall include information summarizing the procedures and relief available to victims of violence. This includes information about Protection From Abuse Orders and contact information for local domestic violence resource centers of the Maine Coalition to End Domestic Violence and the advocacy centers of the Wabanaki Women's Coalition.

6. In circumstances in which it is necessary for the victim to temporarily leave the residence, officers should offer the victim assistance in locating lodging with family, friends, public accommodations, or a domestic violence shelter/safe home.

G. Victim Notification, see 17-A M.R.S. §1175-A

1. For victim notification to be possible by a jail, the officer must provide current victim contact information to the jai to which the defendant is delivered.

2. In a case of a crime involving domestic violence, a jail shall notify a victim of a defendant's release on pre-conviction bail as soon as possible but no later than one hour after the defendant's release. If the defendant is released on bail before being delivered to a jail, the arresting officer shall notify the victim as provided in this section.
3. Victim notification must be made by a telephone call directly to the victim. If the jail has not succeeded in contacting the victim after the jail has exercised due diligence in attempting to contact the victim, notification of the defendant's release must be made to this agency.
4. This agency shall make a reasonable attempt to notify the victim of the defendant's release. All notification attempts will be logged.
5. Notification to a minor victim must be made to an adult who is the victim's parent or legal guardian.

H. Law Enforcement Officer Follow-up

Officers assigned to domestic violence follow-up, accompanied by a back-up officer if reasonably available, shall contact the victim within 48 hours of all domestic violence incidents whether an arrest was made or not. In doing so, the officer can:

1. Check on the safety and well-being of the victim.
2. Ensure adherence with bail conditions, protection orders, and any other court orders. If violations are found, the officer should determine the nature of bail and court orders in that they are subject to change and, if there is a violation, arrest the offender.
3. Further advise the victim of information about Protection From Abuse Orders and advocacy programs.
4. Collect statements or other evidence.
5. Take follow-up photographs of any injuries from the original incident, if warranted.
6. Check social media outlets or other forms of digital technology in order to determine if any misuse of technology and/or stalking is occurring.
7. The officer shall complete a supplemental report regarding each follow-up visit and will ensure that it is attached to the original paperwork for the Office of the District Attorney. The officer will also ensure that the Office of the District Attorney receives any additional photographs or other evidence obtained as a result of the follow-up visit.
8. If the officer is unable to contact the victim within 48 hours, the officer will contact their supervisor who will make alternative arrangements to ensure that reasonable efforts to contact the victim continue.

I. Property Retrieval

Officers shall assist the retrieving individual in obtaining the safe retrieval of the personal property belonging to the victim/defendant by using the following procedures:

1. Officers shall make reasonable efforts to ensure a property retrieval has not already occurred. The officer shall then contact each party to determine a convenient time for the retrieving individual to obtain personal belongings, if possible, giving the victim the option of at least 24 hours' notice.
2. When possible, meet the retrieving individual at a pre-determined neutral location, with at least one officer.
3. Identify any language, cultural, or other barriers to assistance and safety and provide referrals to the local domestic violence resource center, sexual assault service provider, and/or culturally specific domestic violence organization.
4. Determine what personal belongings are to be obtained. These should be limited to clothing, children's clothing, toiletry items, and other reasonable personal belongings.
5. In a "keep the peace" retrieval for additional property, the officer shall review any court order provided detailing the property to be retrieved. The retrieving individual may not remove property

unless specifically designated in the order unless both parties confirm the agreement. If any property is in dispute and possession is not designated in the order, the officer may not allow the retrieving individual to remove the property. The officer may refer the parties to the court for resolution of the matter.

6. The officer should keep the retrieving individual at a safe distance until it can be determined that the other person is not present.
7. Once the officer determines the other person is not present, then the retrieving individual can be accompanied into the location in order to obtain personal belongings.
8. The officer shall accompany the retrieving individual throughout the entire retrieval.
9. If it is determined the other person is at the location and violating any bail conditions or protective order stipulations, the officer shall arrest that personfor the violation.
10. If it is determined other person is at the location and there is a “no contact” provisions in place, the officer shall attempt to have that person leave prior to the retrieving individual retrieving personal items.
11. The officer shall check the existence of any order or conviction that prohibits possession of firearms from the retrieving individual. The officer shall not allow firearms or ammunition retrieval by any prohibited person.
12. Advise the victim(s) in writing of the availability of Temporary Protection from Abuse Orders and where they can be obtained. This information can be obtained from the local domestic violence resource center. The officer shall also advise the victim(s) that transportation is available to a court or person authorized to issue such Protection from Abuse Orders.

J. Procedures Involving a Law Enforcement Agency Employee

This agency also recognizes that no one is immune from incidents of domestic violence, including law enforcement. As part of this policy, this agency will take a proactive approach when responding to any domestic violence committed by agency employees. Incidents of domestic violence involving agency employees shall be investigated utilizing both the procedures outlined above in this policy, and the following procedures and considerations:

1. Agency Responsibilities
    a. This agency shall, either in response to observed warning signs or at the request of an officer or a member of an agency employee’s family, provide non-punitive avenues of assistance to employees, their partners, and other family members to mitigate potential acts of domestic violence.
    b. This agency shall identify a procedure for making confidential referrals to counseling services, either internally or in collaboration with existing community services that have specific expertise in domestic violence.
    c. Information learned by the CLEP about an employee’s conduct relating to the commission of domestic abuse, which could include criminal conduct, being a defendant in a temporary or permanent protective order in any jurisdiction, or other conduct reportable to the Maine Criminal Justice Academy under 25 M.R.S. §2806-A & §2807 shall be investigated both criminally and administratively as outlined in Model Policy 1-10 Investigation of Employee Misconduct.
    d. Following a domestic violence incident, the agency shall designate a member of the command staff to act as a principal contact for the victim. The assigned contact officer will:
        I. Keep the victim apprised of the case throughout the adjudication process.
        II. Inform the victim of confidentiality policies and their limitations, and ensure that confidentiality is maintained throughout the case.
    e. When responding to a domestic violence incident involving a law enforcement officer or other law enforcement agency employee from another jurisdiction, all law enforcement personnel shall follow the same procedures that are to be followed in responding to a domestic abuse complaint involving an employee from their own agency. The agency shall provide written

notification to the CLEO in the suspect's jurisdiction in a timely manner, and if possible within 24 hours.

f. 25 M.R.S. §2807 requires the Chief Law Enforcement Officer (CLEO) of an agency to notify the Director of the Maine Criminal Justice Academy within 30 days when an officer employed by that agency is convicted of a crime or violation or engages in conduct that could result in suspension or revocation of the individual's certification.

i. In practice, this could include for example, a domestic violence related arrest, or being the defendant in a temporary or permanent Protection From Abuse Order.

ii. This could also include other conduct not resulting in an arrest, charge or conviction that would constitute engaging in conduct that is prohibited or penalized by state law as murder or a Class A, Class B, Class C or Class D crime or by any provision of Title 17-A, chapter 15, 19, 25, 29, 31, 35, 41 or 45, as per 25 M.R.S. §2806-A(5)(F).

2. Supervisor Responsibilities

a. Supervisors shall be cognizant of and document all behavior, on-duty or off-duty, in which employees may be exhibiting signs of possible domestic violence related problems, including increased use of force during arrests, alcohol and/or drug abuse, increase in "controlling" behaviors, stalking activity, citizen and fellow officer complaints of unwarranted aggression and verbal abuse, inappropriate aggression towards animals, and on-duty or off-duty injuries. Off-duty related problems and injuries would include problems as a victim or a suspect.

b. Supervisors shall immediately make their ranking supervisor aware of any and all such behavior.

c. The CLEO shall be informed of such circumstances or concerns in a timely manner through the chain of command, and if possible within 24 hours.

d. Whenever an agency employee is arrested, the supervisor shall relieve the employee of any agency-issued weapons provided that the weapons can be legally obtained. The supervisor shall inquire whether the victim wants any weapons removed from the home for safekeeping by the agency and thereafter remove such weapons provided that such removal is accomplished legally.

e. In the event that an incident involves the CLEO of the agency or the agency of another jurisdiction, the supervisor shall immediately notify the individual who has direct oversight for the CLEO.

3. Responding Law Enforcement Officer Responsibilities

a. Investigating officers follow all procedures outlined in this policy, in addition to the procedures and considerations in this section.

b. Upon arrival on the scene of a domestic violence call or incident involving a law enforcement officer or other employee of a law enforcement agency, the primary officer shall immediately notify dispatch, and notify or request notification of a supervisor of higher rank than the involved officer. The ranking officer should report to the scene, regardless of the involved officer's jurisdiction.

c. Responding officers shall be aware of the heightened risk that a suspect who is a law enforcement officer will likely possess firearms, other weapons, physical combat training, or all three.

d. Officers should be aware that the suspect might attempt to make emotional appeals to responding officers.

e. In cases involving a suspect who is a law enforcement officer or other employee of a law enforcement agency, responding officers must respond to the victim in a way that assures the victim that their case will be investigated and handled thoroughly and professionally, without regard for the suspect's employment as a law enforcement officer.

f. Responding officers shall seek out and preserve secondary sources of information and supplemental evidence, in order to ensure that coercion and tampering is not being attempted or committed, and in order to support the case in the event that the victim may discontinue involvement in the case for safety or other reasons.

4. Law Enforcement Employees Responsibilities

a. Agency employees are encouraged and entitled to seek confidential assistance from the agency to prevent a problem from escalating to the level of criminal conduct against a family or household member.
b. Agency employees with definite knowledge of violence and/or violence involving fellow employees must report such information in a timely manner to their supervisor. Failure to do so will subject the employee to disciplinary action.
c. All employees shall be aware of possible witness or victim intimidation, coercion or tampering. Whenever an employee suspects this is occurring, the employee shall prepare a written report and immediately deliver it to the investigator in charge of the case.
d. Employees who are the subject of a criminal investigation, protective order related to domestic violence, regardless of jurisdiction, are required to report themselves to the CLEO and provide notice of the court dates, times, appearances, and proceedings in a timely manner.

K. Protection Orders

1. General

2. Arrest is mandatory if there is probable cause to believe that a violation of a court-approved Protection Order or a consent agreement has occurred, pursuant to 19-A M.R.S. §4012(5).
3. Once a Protection From Abuse Order has been issued, whether temporary or permanent, officers shall place a high priority on service of the Protection Order, or any modification of such order. The order must be served on the individual, by delivering a copy to the individual personally.
4. If the individual refuses to receive any Protection Order, the officer shall leave the Protection Order in the immediate presence of the individual and advise the individual of the content of the Protection Order, the fact that the individual has been officially served, and the consequences of a violation of the Protection Order.
5. Officers will document all Protection Order services and/or attempts, articulating the circumstances surrounding the service/attempt of the Protection Order. Once service has been made, the serving agency shall ensure the service information is entered into the METRO System without delay and the return of service is sent to the court.
6. Uniform Full Faith and Credit Clause: Officers shall expeditiously enforce valid Protection Orders from other States and Tribal Courts. Officers shall verify the validity of the protection orders prior to enforcing them.

7. Violation of a Protection Order

   A person commits the offense of "Violation of a Protection Order" if:

   a. A District Court has issued a Protection Order, Temporary Protection Order, or any modification of such an order against a person, and that person violates that order;
   b. The defendant received prior actual notice of the order or consent agreement, which may be by physical service of the order or notice other than service in hand, pursuant to 19-A M.R.S. §4011(1); and
   c. That person knowingly violated any condition of the Order.
   d. Officers must recognize that a person who obtains a Protection From Abuse Order cannot violate the order regardless of any action taken by the person or the defendant; the order only constrains the defendant.

8. Enforcement of a Violation of a Protection Order

   Pursuant to 19-A M.R.S. §4012(5), in-custody arrest is mandatory for any violation of a protective order.

L. Agency Follow Up if Victim is Seriously Injured or Killed

The Chief Law Enforcement Officer (CLEO) of this agency shall cause to have this policy reviewed, and document the agency's compliance with policy, in the event that a victim of domestic violence who resided in this agency's jurisdiction is killed or seriously injured during the time that any temporary or permanent Protection from Abuse order (PFA) was in effect or there had been past agency involvement related to interactions between the perpetrator and the victim. The review shall be conducted in consultation with a domestic violence advocate as defined in 16 M.R.S. §53-B(1)(A)

and a sworn law enforcement officer designated or trained as a domestic violence investigator. A report shall be prepared and kept on file with the agency.

In any case where one or more victims are killed, a copy of the report shall be forwarded to the Maine Domestic Abuse Homicide Review Panel through the Maine Office of the Attorney General.

PER ORDER OF: _____

Chief Executive Officer

DRAFT

Appendix 3

BAIL COMMISSIONER INFORMATION FORM: DOMESTIC VIOLENCE

Law Enforcement Agency: _____ Arresting Officer: _____

Incident #: _____ Arrest Tracking #: _____ Control Tracking #: _____

Defendant: _____ Date of Birth: _____

Address & Phone: _____

Place of Employment: _____ How Long: _____

Height: _____ Weight: _____ Hair: _____ Eyes: _____

Location of Arrest: _____

OFFENSE	CLASS	STATUTE	BAIL

Victim's Name/s: _____ Relationship to Defendant: _____

Date of Birth: _____ Phone #: _____

Victim's Address:*: _____

***BY STATUTE, VICTIM'S ADDRESS SHOULD BE INCLUDED ONLY IF IT IS CLEAR DEFENDANT ALREADY KNOWS WHERE VICTIM LIVES.**

Maine Criminal History Record information (SBI); III (if appropriate); MV history; CCJ records- FTA, recent offences; PFA/PFH or Bail Conditions in effect:_____
_____
_____
_____
_____
_____
_____
_____
_____

ODARA Score: _____ (see attached Item Summary). **Information About Severity of Offense in Domestic Violence Cases** (see attached probable cause affidavit for narrative of incident)**:** Use of Strangulation during the incident: _____; Presence/Use/Threat to use Weapon (type): _____; threats to kill self/others/pets: _____ ; alcohol/drug use (type): _____; victim pregnant: _____ :recent separation:_____;
other:_____

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Appendix 2

ODARA Item Summary[1]

Do not use without full scoring instructions.

Score each item "1" if present, "0" if not present
Score with "?" if unclear or ambiguous (available documentation indicates that an item might be present but the information is unclear or ambiguous)

1._____ Prior domestic assault in a police or criminal record

2._____ Prior non-domestic assault in police or criminal record

3._____ Prior custodial sentence of 30 days or more

4._____ Failure on prior conditional release; bail, deferred disposition, probation, protective/no-contact order

5._____ Threat to harm or kill at the index assault

6._____ Confinement of victim at the index assault

7._____ Victim concern about future assaults

8._____ More than one child

9._____ Victim's biological child from a previous partner

10.____ Prior violence incident against a non-domestic partner

11.____ Two or more indicators of substance abuse

12.____ Assault on the index victim when she was pregnant

13.____ Barriers to victim support

****

_____ Raw total (sum of items scored "1")

_____ Final/Adjusted Score (see table Final/Adjusted Scores for Assessments with Unclear or Ambiguous Information)

[1] ODARA General Scoring Criteria (2005 Rev.) © 2005 Mental Health Center Penetanguishene, Research Department

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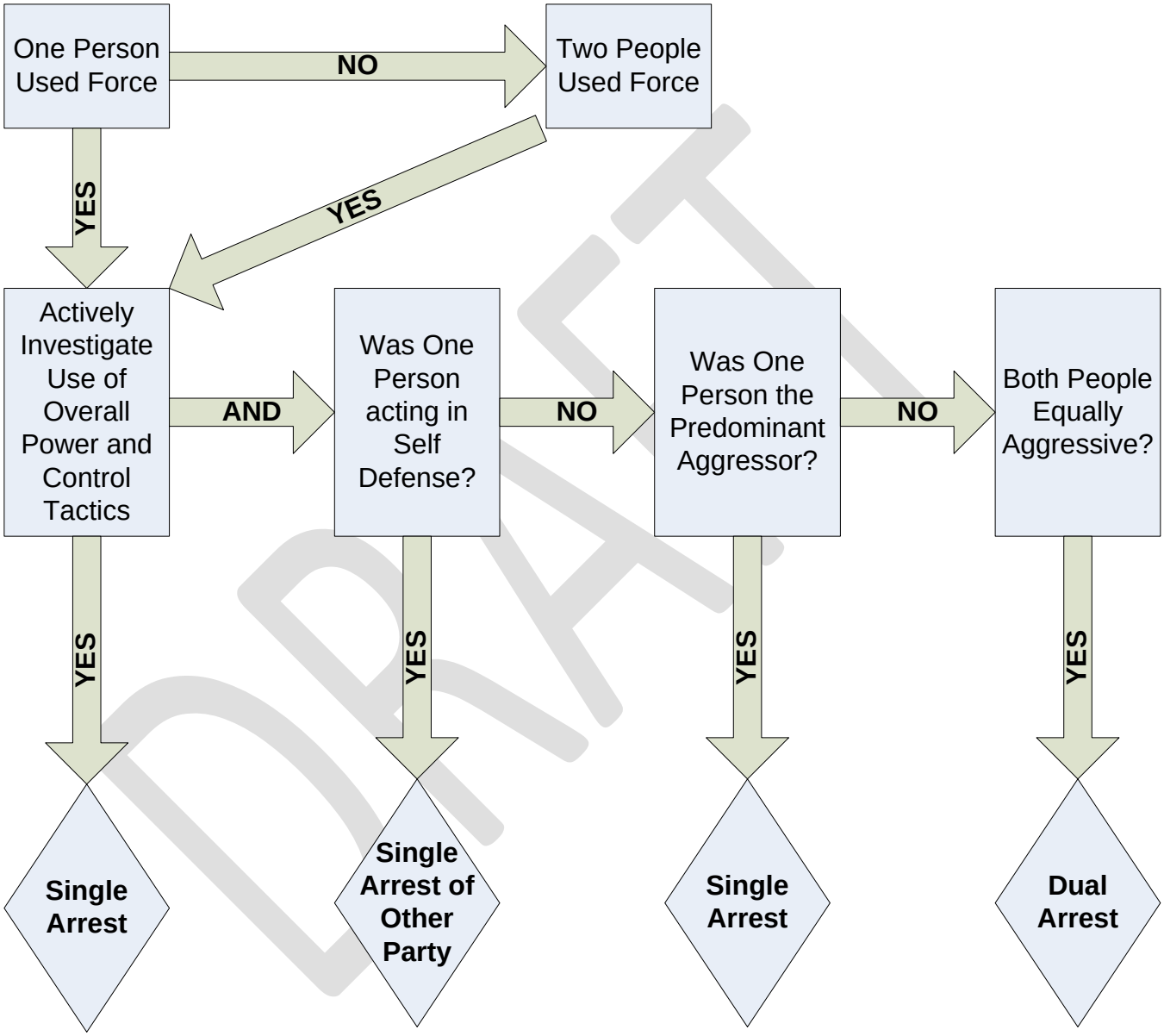
APPENDIX 3
PREDOMINANT AGGRESSOR ANALYSIS DECISION TREE



DRAFT

CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE – POLICY ON HOSTAGE/BARRICADED SUBJECTS FOR LAW ENFORCEMENT OFFICERS

I. Purpose

The purpose of this policy is to establish a written directive, which describes the agency's procedures related to a Hostage / Barricaded Subject Incident.

II. Policy

This agency shall use properly trained, equipped and supervised officers to respond and contain a potential barricaded/hostage incident. This agency shall respond to and take necessary steps to free innocent persons who are endangered and being held illegally against their will. During situations that involve hostage takings, this agency shall deploy first responding officers to contain the situation and suspects involved when appropriate, pending the arrival of personnel specially trained in negotiations and tactical problem solving. This policy does not prohibit properly trained and equipped first responding officers from taking direct and immediate action up to and including deadly force in cases where a hostage is facing what the officer reasonably believes is the imminent use of unlawful deadly force and the officers' reasonable actions have a high probability of neutralizing the deadly threat or preventing the situation from escalating.

Should the situation involve overtly dangerous or assaultive behavior directed toward officers or involved citizens, or should it involve suspects wanted on serious felony crimes, a tactical element shall immediately respond and address the problem through primary and secondary resolution options.

In all other cases, after the situation has stabilized, this agency shall closely examine the situation and weigh the benefits of forcing the suspect or subject from the location against the potential costs. This agency shall give special consideration to such things as the commitment of agency personnel and resources and the impact this might have on response capability to other critical incidents in the community, the impact on the community surrounding the police operation, the severity of the crime or situation involved, and the agency safety priorities and the recognition of the risks involved when tactics are used to resolve a barricade.

If a decision is made to continue with the resolution effort, minimally intrusive techniques shall be employed until the suspect or subject exits, the agency decides to discontinue the effort and leave the scene, or the agency decides that the minimally intrusive resolution techniques have failed and the need to take the suspect or subject into custody justifies the transition to tactics.

This agency shall generally not use tactics to resolve a barricade situation unless it has lawful justification to arrest the suspect or subject or take him or her into physical custody.

Positive progress in a barricade resolution effort shall be defined as developments that increase the probability that the suspect or subject will be safely taken into custody, as opposed to the mere passage of time.

Given this is a statutorily mandated policy, officers must abide by this agency's policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. Definitions

Barricaded Subject Incident: Any situation where a person who is not suspected of committing a crime but is the focus of a legitimate police intervention effort -- most often involving threats of suicide or mental illness -- who has taken a position in a physical location, most often a structure or vehicle, that does not allow immediate police access -- whether fortified or not -- and who is refusing police orders to exit. A barricaded subject may be known to be armed, thought to be armed, have access to weapons in the location, or be in an unknown weapons status.

Barricaded Criminal Suspect Incident: Any situation where a criminal suspect who has taken a position in a physical location, most often a structure or vehicle, that does not allow immediate police access -- whether fortified or not -- and who is refusing police orders to exit. A barricaded suspect may be known to

be armed, thought to be armed, have access to weapons in the location, or be in an unknown weapons status.

Hostage Incident: Any situation in which a person is being held against his or her will by an armed, potentially armed, or otherwise dangerous suspect.

Command Post: A centralized base of operation established near the site of an incident at which primary command functions are executed.

Incident Commander (IC): Highest-ranking officer at the scene until specifically relieved by another officer who is authorized to assume command of the situation.

Unified Command: A multi-agency command incorporating officials and personnel from agencies with jurisdictional responsibilities at an incident scene. When an incident's magnitude exceeds the capabilities, resources or jurisdiction of one agency, the ICS of an agency can evolve into and participate in an established Unified Command structure.

Inner Perimeter: A close proximity boundary maintained initially by first responding officers, later transferred to the special response team, and designed to contain the situation to the smallest possible area and prevent access to the target location by persons from the outside.

Outer Perimeter: A boundary outside the inner perimeter maintained by patrol officers and designed to prevent unauthorized persons from entering the area of the critical incident.

Triggering Point: Specific predetermined circumstances that will justify the initiation of direct action to prevent or terminate a particular course of suspect or subject behavior.

IV. Procedures

All officers are responsible for being familiar with the warrantless arrests section of the Criminal Code, and all other applicable statutes, and pertinent chapters of the Maine Law Enforcement Officer's Manual as it pertains to the use of physical force.

A. Initial Response

1. Upon receipt and evaluation of the initial call, the incident supervisor or senior officer, if appropriate, will request the tactical and negotiation teams.
2. The first responding officer shall assume the role of incident commander (IC) and be responsible for:
    a. conducting an initial situation and response analysis,
    b. determining what resources will likely be required based on the available information,
    c. and providing this information to communications.
3. Officers shall also be aware that police presence can be a catalyst for suspect or subject response and that he or she must be prepared to take appropriate action should the situation demand it, regardless of the status of additional personnel responding.
4. The IC shall continuously evaluate the situation and determine whether the opportunity and need exists for immediate intervention. The decision should be based on a variety of factors, including the following:
    a. Whether the failure to act could reasonably be expected to result in the loss of life or the loss of additional life;
    b. Whether sufficient numbers of properly trained and equipped police personnel are available to effectively neutralize the threat;
    c. Whether the target location can be entered, or the suspect engaged without inappropriately increasing the risks to the innocent person or persons being held;
    d. Whether immediate intervention could limit or preclude the suspect's access to additional victims.
5. When the circumstances suggest an immediate intervention is necessary and appropriate, a properly trained and equipped contact team shall be formed under the supervision of the most qualified officer on scene. The mission of the contact team may vary based on the circumstances presented, but generally the focus is on locating, neutralizing, and apprehending the suspect or

cutting off the suspect's access to hostages or containing the suspect in an area that will limit the suspect's movement and opportunity for escape.

6. The IC shall direct arriving resources to specific positions or the designated staging area.
7. The IC shall establish a command post in an area that is out of the line of sight of the incident and that can handle a large number of vehicles if necessary.
8. The officer shall continue functioning as the IC until relieved by a superior officer or an officer with specialized training or expertise in fulfilling this role.
9. Communications shall be continuously updated on officer positions and status and informed if the responsibilities are transferred to another officer.
10. The IC shall confirm that the staging area maximizes the safety of the responding units and ensure that one officer is assigned at all times to brief arriving personnel.
11. The IC shall consider the previously listed safety priorities and establish an inner perimeter to contain the problem. During this process, all nonpolice personnel shall be evacuated from the inner perimeter to an appropriate location for intelligence debriefing.
12. The IC shall assess the suspect's or subject's options and related triggering points and set a contingency plan in motion to counter such options, based on the totality of the circumstances presented.

B. Stabilization

1. Upon stabilization, the IC shall conduct a secondary assessment and consider what has occurred and the legal standing of the agency to intercede. It is especially important to determine:
    a. whether a crime has been committed;
    b. whether the person inside is a suspect in the crime;
    c. whether there is probable cause for his arrest, and
    d. whether the need to apprehend the suspect at that moment outweighs the challenges associated with compelling the suspect or subject to submit to police authority.
2. In the absence of a crime or under circumstances where the IC cannot articulate the legitimate risk of death or serious injury, the agency's best course of action may be to stand down.

C. Resolving the situation

1. Upon determining that the agency shall attempt to resolve the barricade situation, the IC shall ensure that the appropriate specialized resources and specialized equipment have been requested (a special response team, crisis negotiations, the fire department, night vision, auxiliary lighting etc.) and ask that communications keep him or her apprised of the specialized unit response status. A Communications plan will be created to ensure communications interoperability amongst responding agencies
2. The IC shall ensure that a variety of tasks are addressed while awaiting the arrival of special response teams and negotiations, including but not limited to the following:
    a. Establish an outer perimeter and initiate the evacuation and handling process for those inside. Special consideration must be given to the handling of those who refuse to be evacuated.
    b. Establish a command post location outside the suspect's potential line of fire and sight and ensure that responding officers are directed to this location for assignment before they move to the operations area.
    c. Initiate an investigation to determine exactly what has occurred and locate, isolate, and debrief any witnesses. This should include obtaining information about the suspect where relevant and available, including the following:
        i. Name;
        ii. Physical description;
        iii. Clothing description;
        iv. Military background;
        v. Criminal history;

vi. Weapons;
vii. Mental state and condition, and names of treating clinicians;
viii. Circumstances leading up to the immediate problem

d. Complete the Hostage/Barricade Subject(s) Checklist, as outlined in Appendix A of this policy.

e. Obtain the telephone number and physical location of the target subject's telephone. Consider whether it is logical, necessary, and appropriate based on the facts presented to use the telephone in advance of special response and negotiations to establish communications and attempt to convince the suspect or subject to surrender.
f. Select a location for a media staging area and designate a person to interact with them prior to the arrival of the agency's public information officer.
g. Select a location for those responding on behalf of the barricaded suspect or subject and designate an officer to interact with them. Make outer-perimeter personnel aware of the presence of those responders and consider that they may attempt to enter the barricade location.
h. Contact the person with the most knowledgeable concerning the floor plan of the barricade/hostage location, including specifics related to keys, doors, locks, fortification, windows, alarms, weapons, and any other information that might help the resolution efforts.
i. Establish and maintain a log that documents the activities that have occurred and the location and identification of the assigned personnel.
j. Brief the special response team and negotiations teams upon their arrival.
k. Assist the special response team as it relieves the officers responsible for inner perimeter containment personnel.
l. Ensure that all officers relieved report to the command post for reassignment.

D. Tactical Operations

1. Tactical Operations will be managed by the Officer in Charge of the Special Reaction Team.

2. Incident Command will provide logistical support to Tactical Operations to include, area maps, building diagrams, search warrant and arrest warrants if required.

3. The Special Reaction Team will be responsible for the development of tactical operations plan. The Tactical Operations Leader will keep the Incident Commander informed of all developments and operations when possible. The Incident Commander will be responsible for notifying the CLEO.

4. Communications between tactical and hostage negotiation personnel will be a priority, ensuring constant updates are given to the progress or failure of negotiations.

a. The negotiation process is one of establishing a trust between the hostage taker and negotiator.
b. Negotiators shall be positioned at a location separate from the Command Post. The location should provide privacy and security for the negotiators and contain the equipment to maintain communications with both the scene commander and hostage taker. "Throw phones", radios, cellular phones, and bullhorns may be used to communicate with the suspect. Negotiators should also be conscious of communications security**.**
c. The Negotiator can recommend to the Incident Commander to terminate negotiations at any time he determines they are not fruitful.

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E. De-Escalation

Once the hostage/barricaded situation has been resolved the following procedures should be followed:

1. Once the arrest team has secured and searched the suspect, he/she will be given any medical treatment needed and should be removed from the scene immediately. If the suspect's injuries are serious enough to warrant hospitalization, the receiving hospital will be notified along with the law enforcement agency having jurisdiction. An appropriate number of police personnel will be assigned to provide security at the hospital. Suspects should always be accompanied by 2 or more officers for security.
2. Hostages should be removed immediately, upon capture of suspect.
    a. Radio communication should be made that the hostages are coming out. Medical treatment should be provided, if needed.
    b. Hostages should not be allowed to discuss the incident with anyone until they have been debriefed by department personnel.
    c. The Incident Commander should assign an officer/investigator to each hostage for debriefing. Hostages will also be notified of services that are available to them as the victims of crime.

F. After Action Review

All officers will be debriefed after an incident. Information will be collected to critique department actions in the operation and ensure policies and procedures were followed. The Incident Commander will submit a detailed After-Action Report (AAR) to the CLEO through the chain of command on the incident containing all facts pertinent to the incident. The ARR will identify any training, staffing or equipment needs and make recommendations to address them.

PER ORDER OF: _____

Chief Executive Officer

DRAFT

Appendix - A

Hostage/Barricaded Suspect(s) Checklist

Information:

Crime Committed?

Owner of building/ residence?

Suspect Information:

Name and DOB?

Physical Description?

Clothing Description?

Mental Health History?

Criminal History?

Drug or Alcohol Use?

Military History?

Weapons/Type/Ammo?

Shots Fired? How many? Direction?

Attitude towards Police?

Special Training?

Telephone? (Cordless/Cell or other?)
Telephone Number?

Police Scanner?

Other people in building?
(If so, who and relationship with suspect?)

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Residence Information:

Sketch of **Exterior** (Include doors, windows; which way door opens; screen doors; etc.)
Outdoor Lights and where-
Dogs (If so, how many and where?)-
Outbuildings; Attached structures; Vehicles?
Most Used Entrance to residence? Where?

******Where are First Responder Perimeter Units placed?******

C Side

B Side **D Side**

A Side
(Exterior of residence)

DRAFT

Interior of Residence:

Master Bedroom; Living Room; Bathrooms; Kitchen; other rooms-

C Side

B Side **D Side**

DRAFT

A Side
(Interior of Residence)

Other Issues to Consider-

Any visuals of suspect? (If so, where and what was seen?)

Verbal contact with suspect? (If so, attitude and statements made?)

Road Blocked?

Evacuation of Neighbors Completed? (If not, document who, what, where and time.)

Victim still on scene? (If not, contact number where he/she can be reached.)

Search Warrant started? By who? E.T.A. to completion?

Arrest Warrant started? By who? E.T.A. to completion?

Fire/E.M.S. on standby?

Command Post Location? O.I.C.?

Interviews of victim; family; friends or other of suspect?

Updates from perimeter units?

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE MODEL POLICY ON MENTAL ILLNESS AND INVOLUNTARY COMMITMENT FOR LAW ENFORCEMENT OFFICERS

I. Purpose

The purpose of this policy is to provide guidance to members of this agency on the options and resources available to assist individuals who appear to be mentally ill or experiencing a mental health crisis. This policy is intended to satisfy the mandatory policy requirements set by the Legislature regarding "Deviant Behavior"[1] and "Response to Mental Illness and Involuntary Commitment."[2]

II. Policy

It is the policy of this agency to assist individuals who appear to be mentally ill or who are experiencing a mental health crisis. This assistance will include, as appropriate, placing individuals in protective custody and participating in the involuntary commitment or "blue paper process."

This agency requires that 20% of all full-time law enforcement officers receive at least 8 hours of nationally recognized or best practice in-person training in Mental Health Identification Awareness for Law Enforcement Officers by January 1, 2018. This ratio will be maintained and reported annually to the Maine Criminal Justice Academy.

Given this is a statutorily mandated policy; officers must abide by this agency's policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. Definitions

Advanced Healthcare Directive: an individual instruction form or a power of attorney for health care by an individual with capacity for use when the person appears to lack capacity.

Crisis Intervention Officer (CIO): An officer specifically trained in the identification, handling, and disposition of individuals exhibiting signs of mental health crisis.

Crisis Intervention Team (CIT): A group of individuals, including officers, specifically trained in the identification, handling, and disposition of individuals exhibiting signs of mental health crisis.

Crisis Service System: A program provided by the Maine Department of Health and Human Services to provide mobile crisis services anywhere in the State on a 24/7 basis. DHHS can provide triage for consumers, immediate responses to consumer needs when in crisis, and assist with a proper disposition of the situation. This may include hospitalization, placement in a "crisis bed," in-home supports, referral for services, or no follow-up if it is not indicated. The statewide crisis system is accessed free by calling **1-888-568-1112 or 211**, and the caller to an appropriate provider in the local area.

Emergency Involuntary Commitment (Blue Paper Process): Three-step process by which:

1. Any person (friend, relative, social services worker, officer, etc.) applies for admission of an individual to a mental hospital;
2. Clinician evaluates the individual, usually at a local hospital, and;
3. If the clinician certifies that the individual is mentally ill and because of that illness poses a likelihood of harm, a judicial officer reviews and, as appropriate, endorses the documentation reflecting the first 2 steps. These 3 steps are reflected on sections 1, 2, and 3 of the "blue paper," an application for Emergency Involuntary Admission to a Mental Hospital, form MH-100.

Least Restrictive Form of Transportation: The vehicle used for transportation and any restraining devices that may be used during transportation that impose the least amount of restriction, taking into consideration the stigmatizing impact upon the individual being transported.[3]

[1] 25 M.R.S. § 2803 (1-C)

[2] 25 M.R.S. § 2803(1-L)

[3] 34-B M.R.S. § 3801 (1-B)

Mental Health Crisis: Behavior – such as loss of contact with reality, extreme agitation, severe depression, imminent suicidal or homicidal statements or actions, or inability to control actions – that creates a threat of imminent and substantial physical harm to the person experiencing the behavior or to others and that appears to be of sufficient severity to require professional evaluation.

Probable Cause: If a law enforcement officer has probable cause to believe that a person may be mentally ill and that due to that condition the person presents a threat of imminent and substantial physical harm to that person or to other persons, or if a law enforcement officer knows that a person has an advance health care directive authorizing mental health treatment and the officer has probable cause to believe that the person lacks capacity, the law enforcement officer may take the person into protective custody.

Protective Custody: A law enforcement officer taking a person into custody when the officer determines that probable cause exists that the person is mentally ill and because of that illness presents a threat of immediate and substantial physical harm to that person or other persons, or when the officer knows that a person has an advance healthcare directive authorizing mental health treatment and the officer has probable cause that the person lacks capacity.[4]

Threat of Imminent and Substantial Physical Harm: A reasonably foreseeable risk of harm to someone, taking into consideration the immediacy of the potential harm, the seriousness of the potential harm, and the likelihood that harm will occur. Harm threatened may include:

1. Suicide or serious self-injury;
2. Violent behavior or placing others in reasonable fear of serious physical harm; and
3. Reasonable certainty of severe impairment or injury because a person is unable to avoid harm or protect himself or herself from harm.

IV. Procedures

A. Officers from this agency shall be familiar with the law of protective custody. The officer will assess the situation and determine if the person appears to be experiencing a mental health crisis.

B. If the person appears to be experiencing a mental health crisis, the officer will assess the need for protective custody taking into consideration whether the individual is willing to accept immediate voluntary commitment.

C. If the officer determines that protective custody is not appropriate, the officer may refer the person to a medical or mental health practitioner, or other services; leave the person in the care of friends, relatives or service providers, or take other steps necessary to maintain public safety. Referral resources include:

1. Local mental health agencies, with contact information.
2. Local hospital with voluntary inpatient capacity, with contact information.
3. Regional DHHS staff, with contact information.
4. Licensed mental health professional in private practice, with contact information.
5. Local DHHS contract crisis provider. Call toll free (**1-888-568-1112)** to connect with the local DHHS contract crisis provider.

D. If the person requires protective custody and the requisite standard is met, or if the person has an advance healthcare directive and it is determined that the directive is applicable, the officer may take the person into custody and deliver the person for examination. The officer shall complete the “State of Maine Protective Custody Intake Form” and provide it to the examining clinician. The officer should retain a copy of the Maine Protective Custody Intake Form. (Appendix 1)

E. The examination may be performed by a licensed physician, a licensed clinical psychologist, physician’s assistant, nurse practitioner, or certified psychiatric clinical nurse specialist.

F. If the person in protective custody is alleged to have committed a criminal act for which a warrantless arrest may be made, the officer, in consultation with the licensed practitioner examining the person and the officer’s supervisor, shall determine the most appropriate confinement condition to satisfy the protection of the public and the person’s treatment.

G. The officer may provide either the person or the person’s family a resource information card.

[4] 34-B M.R.S. § 3862

H. If the clinician determines that the person does not satisfy the criteria for emergency involuntary hospitalization or that the person's advance healthcare directive is inapplicable under the particular circumstances, the officer will release the person from protective custody and, with the person's permission, either take the person home (if that is in the officer's territorial jurisdiction) or return the person to the place from which the person was taken into custody, except that if the person is also under arrest, the officer will keep the person in custody until the person is released in accordance with law.

I. If the examining clinician determines that the person satisfies criteria for emergency involuntary hospitalization, unless the law enforcement agency has a custody agreement with the health care facility to which the person is to be transported for examination, the officer shall seek judicial endorsement as soon as possible and cause to be transported in the least restricted form of transportation the person to the hospital authorized by the judicial officer. However, if the examination is completed between the hours of 11:00 p.m. and 7:00 a.m., the officer may transport the person to a hospital that has agreed to an admission, and the hospital will secure a judicial endorsement as soon as possible thereafter.

J. It should be noted that when a person is taken by an officer to a hospital for examination under this section and not admitted, the chief administrative officer of the hospital shall notify the officer or the officer's agency of that release.[5]

V. Billing and Documentation

A. This agency may bill the Maine Department of Health and Human Services (DHHS) for transportation expenses of a person to and from an examination that follows protective custody. The total cost for protective custody transportation billing includes mileage and the fully impacted hourly rate of the officer(s).

B. This agency may bill DHHS for transportation expenses of a person to and from a psychiatric hospital for admission authorized under the involuntary commitment (blue paper process). The total cost for blue paper process transportation billing includes mileage and the fully impacted hourly rate of the officer(s).

C. If an officer who encounters a person in a mental health crisis takes any formal action, the officer will document the action in an incident report. The officer will document any contact that results in protective custody with sufficient detail of the probable cause for the particular action.

VI. Crisis Intervention Team

A. The Crisis Intervention Team (CIT) is established to provide this agency with qualified personnel trained in the handling of individuals in a mental health crisis. The primary goal of the CIT is to de-escalate the person in mental health crisis and ensure the proper disposition of individuals who encounter officers while in crisis. This is accomplished using skills involving identification of types of crisis and the de-escalation of individuals.

B. Selection to the CIT or as a CIO is the determination of the Chief Law Enforcement Officer. Factors to be considered for eligibility include seniority, commendations, aptitude, disciplinary history, and prior training.

C. Officers selected for the CIT program must complete a 40-hour block of CIT or equivalent training before being designated as a CIT officer. All CIT members will attend annual training to maintain proficiency as determined by the Chief Law Enforcement Officer.

PER ORDER OF: _____

Agency Head

[5] 34-B M.R.S. § 3863 (6-A)

State of Maine Protective Custody Intake Form – Appendix 1

SUBJECT NAME		**DOB**		**CASE #**	
ADDRESS		**TOWN**		**DATE/TIME OF INCIDENT**	
LOCATION OF INCIDENT		**POLICE DEPARTMENT**		**OFFICER NAME**	
MEDICAL FACILITY NAME		**DOCTOR NAME**			
MENTAL ILLNESS	Yes ☐ No ☐ Unknown ☐	**Prior LE Contacts**	Yes ☐ No ☐ Unknown ☐		
KNOWN DIAGNOSIS	Depression ☐ Bipolar ☐ Anxiety/Panic ☐ PTSD ☐ Substance Dependence ☐ Mental Retardation ☐ Schizophrenia ☐ Other _____ Unknown ☐	**PENDING CRIM. CHARGES**	No ☐ Yes ☐ List_____ _____		
THREAT ASSESSMENT	None ☐ Suicide Threat ☐ Suicide Attempt ☐ Threat/Harm to Others ☐ Threat/Harm to Police ☐ Threat/Harm to Family ☐ Threat/Harm to Medical Staff ☐ Expressed Hopelessness ☐	**INJURIES**	Self-Injury ☐ Bystander Injury ☐ Police Injury ☐ Relative Injury ☐ Medical/EMS Injury ☐ Hospitalized ☐ Not Hospitalized ☐		
SUBSTANCE ABUSE	Alcohol ☐ Marijuana ☐ Cocaine/Crack ☐ Methadone ☐ Prescription Med's ☐ Heroin ☐ Other ☐ _____	**WEAPON/ METHOD**	Firearm ☐ Edged Weapon ☐ Overdose ☐ Hanging ☐ Jumping ☐ Police ☐ Traffic ☐ Other ☐ _____		
BEHAVIOR SIGNS AND/OR INDICATORS	Intoxicated/Impaired ☐ Threats to Self ☐ Threat to Others ☐ Confused Speech ☐ Irrational Statements ☐ Irrational Behavior ☐ Unable to Care for Self ☐ Recent Negative Life Changing Events (Divorce, Job Loss, Death of Spouse etc.) ☐	**PRIOR HISTORY**	Suicide Attempts ☐ LE Protective Custody ☐ LE Non-Protective Custody ☐ Prior Violence ☐ Arrests ☐ Self-Injury ☐ DV Assault ☐ Psychiatric History ☐		
		CURRENT COURT ORDERS	Protection from Abuse ☐ Protection from Harassment ☐ Criminal Trespass Notice ☐		
CURRENT MEDICAT	Taking ☐ Not Taking ☐ Overdosing ☐ Under Dosing ☐	☐ (Check, as applicable): ***The above person has been taken into protective custody pursuant to 34-B M.R.S.A., § 3862. I hereby state that probable cause exists to believe that the person may be mentally ill and that due to that condition the person presents a threat of imminent and substantial physical harm to that person or to another;*** **OR** ***I am aware that the above person has an Advance Healthcare Directive authorizing mental health treatment*** **AND** ***have reasonable grounds to believe that the person lacks capacity*** **(attach health care directive, as applicable)**				

Narrative Details
Provide a BRIEF incident overview to establish probable cause for protective custody
Use Specific Suicidal Comments made by the individual

_____
_____
_____
_____
_____
_____
_____

Copies should be retained by the transporting Law Enforcement Officer and the medical facility

OFFICER SIGNATURE		**DOCTOR/ ADMITTING NURSE SIGNATURE**	**(Receipt acknowledged)**

STATE OF MAINE
APPLICATION FOR EMERGENCY INVOLUNTARY ADMISSION TO A MENTAL HOSPITAL

1. **Application.**

I hereby apply under 34-B M.R.S.A. § 3863 for emergency admission of _____
Proposed patient
to _____. I believe that the proposed patient has a mental illness and therefore
Mental hospital
poses a likelihood of serious harm because_____

_____.
Grounds for belief, including nature of illness and harm

_____ _____ _____ _____
Date Applicant's printed name Applicant's signature Applicant's capacity

Name and address of proposed patient's guardian, spouse, parent, adult child, next of kin, or friend:

_____

2. **Certifying Examination.** I hereby certify that:

(a) I am a licensed _____ and that I examined _____ today.
MD/DO/PhD/PA/NP/RN,CS Proposed patient

(b) My opinion is that the proposed patient has a mental illness and that

☐ **[suicide, self injury]** the illness causes a substantial risk of physical harm to the proposed patient because

_____
Symptoms and grounds, including recent actions or behaviors (**threats of or attempts at suicide or serious bodily harm**) caused by illness

☐ **[harm to others]** the illness causes a substantial risk of harm to others because_____

_____
Symptoms and grounds, including recent actions or behaviors caused by illness that placed others in **reasonable fear of violent behavior** or serious harm

☐ **[self protection]** the illness creates a reasonable certainty that the proposed patient will suffer severe physical or mental injury or impairment because_____

_____.
Symptoms and grounds, including recent actions or behaviors caused by illness showing proposed patient's **inability to protect self from harm**

(c) I have confirmed that adequate community resources are unavailable for care and treatment of this person's mental illness.

(d) I believe that _____ is the least restrictive form of transportation for the patient's clinical needs.
Ambulance or other (please specify)

_____ _____ _____ _____
Date Time Examiner's printed name Examiner's signature

3. **Judicial Review and Endorsement.**

Upon review pursuant to 34-B M.R.S.A. § 3863(3), I find this application and certificate to be regular

and in accordance with the law, and I hereby authorize _____to take
Person authorized to take proposed patient into custody
_____ into custody and transport him or her to _____.
Proposed patient Mental hospital

_____ _____ _____ _____ _____
Date Time Judicial officer's printed name Judicial officer's signature Judicial officer's capacity
(District, Probate or Superior Court Judge or Justice; Justice of the Peace)

MH-100 **Blue Paper** (Emergency Involuntary Admission) Revised 04-22-2010

CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICY ON BIAS OR HATE BASED CRIMES FOR LAW ENFORCEMENT OFFICERS

I. POLICY

The Cumberland County District Attorney's Office law enforcement officers will preserve the rights of all individuals under state and federal law without regard to race, ethnicity, gender, sexual orientation, gender identity, religion, socioeconomic status, age, national origin, or ancestry.

Bias-based profiling and/or any other discriminatory practice by members of this agency are strictly prohibited. This includes stops, detentions, searches, interviews, or any other action in the line of official duties that is based on race, ethnicity, gender, sexual orientation, gender identity, religion, socioeconomic status, age, national origin, or ancestry.

Given this is a statutorily mandated policy, officers must abide by this agency's policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees. Any violation of these standards may result in action by the Board of Trustees.

II. PURPOSE

The purpose of this policy is to prohibit employees from engaging in bias-based profiling.

III. DEFINITIONS

Bias-Based Profiling: Targeting an individual based on a trait common to a group for enforcement action to include, but not limited to, race, ethnicity, gender, sexual orientation, gender or gender identity, religion, socioeconomic status, age, national origin, or ancestry.

Enforcement Activities: Activities both on and off-duty undertaken by agency personnel that arise from their authority related to employment, oath of office, state statute, or federal law. Activities include traffic contacts, field contacts, arrests, investigations, asset seizure and forfeiture, and general law enforcement contact with citizens.

Probable Cause: A set of facts or circumstances based on reliable information or personal knowledge or observation by an officer, which reasonably shows or would warrant an ordinary prudent reasonable officer in believing that a person has committed, is threatening to commit, or is about to commit some criminal violation of the law.

Reasonable Suspicion: A suspicion based on facts or circumstances which of themselves do not give rise to the probable cause requisite to justify a lawful arrest, but which give rise to more than a bare suspicion; that is a suspicion that is reasonable as opposed to an imaginary or purely conjectural suspicion.

IV. PROCEDURES

A. Employee Responsibilities

1. All investigative detentions, traffic stops, arrests, searches, and seizures of property by agency employees will be based on a standard of reasonable suspicion or probable cause as required by the Fourth Amendment of the United States Constitution and statutory authority. Officers must be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for an arrest, traffic stop, or investigative detention.
2. Officers may consider the reported race, ethnicity, or national origin of a specific suspect or suspects based on credible, reliable, locally relevant information that links a person of a specific race to a particular criminal incident or links a specific series of crimes in an area to a group of individuals of a particular ethnicity.

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i. The criterion of locally relevant requires that the information linking race to a crime be based on local conditions. That is, officers could not rely on widely held stereotypes or even the fact that in many areas of the country a certain race is linked to a certain crime. The officer must have information that supports the link between race and specific criminal activity in their area.

3. Except as provided above, officers shall not consider race, ethnicity, gender or gender identity, sexual orientation, religion, socioeconomic status, age, national origin, or ancestry in establishing either reasonable suspicion or probable cause.

B. Supervisor Responsibilities

1. Supervisors shall ensure that officers follow the procedures outlined in this policy. It is the responsibility of the supervisors to monitor the activities of their personnel and to identify potential bias-based policing activity.
2. An on-duty supervisor shall be responsible for making contact, when possible, with any known complainant alleging bias-based law enforcement practices by any officer under their command, either on the scene or by telephone and shall document the content of the complaint.
3. Upon receipt of a bias-based policing complaint, each supervisor shall address the matter in a timely manner in conjunction with all Cumberland County policies and protocols.
4. Supervisors will be particularly alert to potential patterns and practices of their personnel that may indicate bias based profiling and treatment of individuals.

V. ALLEGATIONS OF BIAS-BASED POLICING

A. Whenever a person complains that an officer has engaged in practices prohibited by this policy, the officer will immediately notify their supervisor for advisement of the situation.

B. Any person who believes s/he was stopped, detained, or searched based solely on a biased based profile may file a complaint with the agency.

C. Should the Attorney General's Office receive a complaint of bias-based profiling, the Chief of Investigations of the Office of the Attorney General will review the complaint and determine whether an investigation is warranted and, if so, will coordinate any such investigation with this agency to assure that it is thorough and completed in a timely fashion. The Chief of Investigations will also, as necessary, provide recommendations and support to law enforcement agencies regarding their review, investigation, and resolution of a complaint.

VI. REVIEW AND REPORTING REQUIREMENTS

A. Dependent on the findings of each complaint, as well as the specific factors involved, corrective measures will be taken to remedy violations of this policy. Corrective measures may include, but are not limited to, training, counseling, policy review, and discipline up to and including termination of employment. In addition, members may face civil and criminal liability in accordance with Title 42 U.S.C. 1983, Title 42 U.S.C. 14141 and Title 18 U.S.C. 242.
B. The District Attorney shall notify the Office of the Attorney General of any complaint of bias-based profiling made against any member of the agency and the results of said investigation of the complaint.
C. Annually, the District Attorney or designee will conduct a documented administrative review of agency practices and citizen complaints/concerns received to ensure that illegal or biased based profiling are not occurring during operations of the Cumberland County DA's Office. Additionally, any necessary training issues or policy changes will be addressed.
D. If a pattern is identified, the District Attorney and Cumberland County shall be responsible for ensuring that an investigation is conducted to determine whether officers of the agency have violated the provisions of this policy and/or any other agency policies and procedures.

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VII. RETALIATION

A. No person will be discouraged, intimidated, or coerced from filing a complaint of bias-based policing, or discriminated against because s/he filed such a complaint.
B. No member of this agency, regardless of rank, shall retaliate against any fellow officer, official, civilian, or volunteer for reporting incidents of bias-based policing or for participating in or cooperating with the investigation of those incidents.
C. Actions or behaviors found to constitute retaliation shall be immediately addressed and may lead to disciplinary action up to and including termination.

VIII. TRAINING

A. Sworn members shall receive biennial (*every other year*) training on bias-based policing and this must be documented.
B. Training topics may include, but are not limited to, field contacts, traffic stops, searches and asset seizure and forfeiture, interview techniques, cultural diversity, discrimination, and community support.

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICY FOR RECORDING OF INTERVIEWS FOR LAW ENFORCEMENT OFFICERS

I. Purpose

To establish guidelines and procedures for law enforcement officers of this agency regarding the recording of certain custodial interrogations of persons and preservation of these recordings and the notes and other records related to the recordings.

II. Policy

This agency recognizes the importance of recording custodial interrogations related to serious crimes, regardless of where the interrogation takes place.

Given that this is a statutorily mandated policy, LEO's must abide by this agency's policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. Definitions

Interrogation: Means an interrogation during which:

1. A reasonable person would feel that he or she was under arrest and;
2. The person is asked a question by a law enforcement officer that is designed to or is likely to elicit an incriminating response.

Recording: Means digital, electronic, audio, video or other recording.

Place of Detention: Means a building owned or operated by a law enforcement agency, including a police station, at which persons may be held in detention in connection with criminal charges.

Serious Crimes: Means Murder and all Class A, B and C offenses and the corresponding juvenile offense. Not included are Class D and E crimes in the applicable chapters that are enhanced to a felony crime by virtue of 17-A MRSA § 1604.

IV. Procedures

A. Officers of this agency are responsible for knowing when custodial interrogations must be recorded, as well as this agency's procedures for the recording of such interrogations.

B. Officers of this agency are responsible for knowing how to operate any recording device that may be used when custodial interrogations must be recorded.

C. Officers of this agency are responsible for being familiar with relevant case law regarding custodial interrogations.

D. Unless exempted by this policy, a recording shall be made of any custodial interrogation conducted by an officer of this agency when the interrogation relates to any of the serious crimes listed in this policy.

E. The officer conducting the custodial interrogation or the case officer is responsible for preserving the recording and investigative notes and records specifically related to the recording as part of the investigative file until such time as the defendant exhausts all legal options.

F. All investigative notes, if kept or retained, must be filed with the case. These notes are generally discoverable.

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G. Exemptions to the Recording of Custodial Interrogations

The requirement for a member of this agency to record a custodial interrogation does not apply to:

1. A situation when a recording is not feasible, including, but not limited to, when recording equipment malfunctions.
2. Spontaneous statements that are not made in response to interrogation.
3. Statements made in response to questions that are routinely asked during the processing of the arrest of a person.
4. Statements given in response to custodial interrogations at a time when the interrogator is unaware that a serious crime has occurred.
5. A situation when the person who is the subject of a custodial interrogation, refuses in writing or in a recording, to have the interrogation recorded.

H. Officers must be aware that some persons with whom they come in contact and who will be the subject of a custodial interrogation may not understand or be fluent in the English language. If there are any questions about a person's ability to understand English, the LEO must explore the need for an interpreter, including a sign language interpreter for the hearing impaired.

To determine the language in which a person is fluent for the purpose of seeking an interpreter, the officer should consider the agency's list of local interpreters available to provide services and any such lists maintained by the court, local colleges or universities. Fee-based telephone interpretation services can be researched over the Internet.

I. Recording equipment shall be made available by this agency.

J. When a custodial interrogation is recorded, the recording shall include the administration of any warnings, such as Miranda, that are given pursuant to the interrogation.

K. When an officer of this agency is required by this policy to record a custodial interrogation, the officer will note in the incident report that a recording was made. Likewise, the officer will note in the incident report if a custodial interrogation is not recorded and the reason for not recording the interrogation.

L. All recordings will be made available to the prosecuting attorney. The same opportunity will be afforded to the defense attorney but only by the instruction of the prosecuting attorney.

M. The original recording will be kept by the agency.

PER ORDER OF: _____

Chief Executive Officer

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICE FOR LAW ENFORCEMENT – SEX OFFENDER REGISTRY AND NOTIFICATION

I. PURPOSE

1. The purpose is to establish practices under Maine law regarding sex offender community notification.

II. POLICY

1. This policy lays out compliance with the Sex Offender Registration and Notification Act of 1999, as amended ("SORNA 1999" (*see generally* 34-A M.R.S.A. c. 15 at http://legislature.maine.gov/statutes/34-A/title34-Ach15sec0.html)), and of the Sex Offender Registration and Notification Act of 2013 ("SORNA 2013" (*see generally* 34-A M.R.S.A. c. 17 at http://legislature.maine.gov/statutes/34-A/title34-Ach17sec0.html)), including the provisions related to public notification of registered sex offenders in the community of those Acts, to the fullest extent those laws are applicable to the agency.
2. The District Attorney's Office recognizes the importance of balancing the interest in ensuring that such notifications and registrations occur so as to ensure for the safety of the public and the interest in ensuring the safety of the individuals who have a duty to register pursuant to the SORNA 19999 and SORNA 2013.

III. DEFINITIONS

1. For the purposes of this Policy, the terms included in this section that do not have a definition provided have the same definition as provided under the SORNA 1999 and SORNA 2013, unless otherwise indicated in the order.

   A. Another State. With respect to the SORNA 1999, "another state" has the same meaning as provided at 34-A M.R.S.A. § 11203(1-C), and with respect to the SORNA 2013, the term has the same meaning as provided at 34-A M.R.S.A. § 11273(1).

   B. Domicile. With respect to the SORNA 1999, "domicile" has the same meaning as provided at 34-A M.R.S.A. § 11203(2), and with respect to the SORNA 2013, the word has the same meaning as provided at 34-A M.R.S.A. § 11273(5).

   C. Law enforcement agency having jurisdiction. With respect to the SORNA 1999, "law enforcement agency having jurisdiction" has the same meaning as provided at 34-A M.R.S.A. § 11203(4), and with respect to the SORNA

2013, the term has the same meaning as provided at 34-A M.R.S.A. § 11273(8).

D. Lifetime Registrant. With respect to the SORNA 1999, "lifetime registrant" has the same meaning as provided at 34-A M.R.S.A. § 11203(8).

E. MCJA BOT. "MCJA BOT" is the acronym for the Maine Criminal Justice Academy Board of Trustees.

F. Residence. With respect to the SORNA 1999, "residence" has the same meaning as provided at 34-A M.R.S.A. § 11203(4-D), and with respect to the SORNA 2013, the word has the same meaning as provided at 34-A M.R.S.A. § 11273(12).

G. Registrant. With respect to the SORNA 1999, "registrant" has the same meaning as provided at 34-A M.R.S.A. § 11203(4-C), and with respect to the SORNA 2013, the word has the same meaning as provided at 34-A M.R.S.A. § 11273(11).

H. Safe Children Zone. With respect to the SORNA 1999, "safe children zone" has the same meaning as provided at 34-A M.R.S.A. § 11203(1- C), and with respect to the SORNA 2013, the term has the same meaning as provided at 34-A M.R.S.A. § 11273(1).

I. Sentence. With respect to the SORNA 1999, "sentence" has the same meaning as provided at 34-A M.R.S.A. § 11203(4-B), and with respect to the SORNA 2013, the word has the same meaning as provided at 34-A M.R.S.A. § 11273(13).

J. Sexual act. "Sexual act" has the same meaning as provided at 17-A M.R.S.A. § 251(1)(C).

K. Sexual Assault Response Team. "Sexual Assault Response Team" means a group of specially trained members of health care, law enforcement, prosecution, and advocacy that work together to provide health care and advocacy services to victims of sexual assault, while investigating sexual assault cases for the purpose of criminal prosecution. *See* https://www.ovcttac.gov/saneguide/glossary-of-key-terms/

L. Sexual contact. "Sexual contact" has the same meaning as provided at 17-A M.R.S.A. § 251(1)(D).

M. Sex offense. With respect to the SORNA 1999, "sex offense" has the same meaning as provided at 34-A M.R.S.A. § 11203(6).

N. Sex Offender Restricted Zone. "Sex offender restricted zone" has the same meaning as provided at 17-A M.R.S.A. § 261(4); Sexually violent offense. With respect to the SORNA 1999, "sexually violent offense" has the same meaning as at 34-A M.R.S.A. § 11203(7).

O. SORNA 1999. "SORNA 1999" means the Sex Offender Registration and Notification Act of 1999, as amended (*see generally* 34-A M.R.S.A. c. 15 at http://legislature.maine.gov/statutes/34- A/title34-Ach15sec0.html)).

P. SORNA 2013. "SORNA 2013" means the Sex Offender Registration and Notification Act of 2013, as amended (*see generally* 34-A M.R.S.A. c. 17 at http://legislature.maine.gov/statutes/34- A/title34-Ach17sec0.html).

Q. State Bureau of Identification. "State Bureau of Identification" ("SBI") means the Department of Public Safety, District Attorney's Office, State Bureau

of Identification, and with respect to the SORNA 1999, SBI is the "Bureau" as defined at 34-A M.R.S.A. § 11203(1), and with respect to the SORNA 2013, SBI is the "Bureau" as defined at 34-A M.R.S.A. § 11273(2).

R. Ten-year Registrant. With respect to the SORNA 1999, "ten-year registrant" has the same meaning as provided at 34-A M.R.S.A. § 11203(5).

S. Tier I offense. With respect to the SORNA 2013, "Tier I offense" has the same meaning as provided at 34-A M.R.S.A. § 11273(14).

T. Tier II offense. With respect to the SORNA 2013, "Tier II offense" has the same meaning as provided at 34-A M.R.S.A. § 11273(15).

U. Tier III offense. With respect to the SORNA 2013, "Tier III offense" has the same meaning as provided at 34-A M.R.S.A. § 11273(16).

V. Tier I registrant. With respect to the SORNA 2013, "Tier I registrant" has the same meaning as provided at 34-A M.R.S.A. § 11273(17).

W. Tier II registrant. With respect to the SORNA 2013, "Tier II registrant" has the same meaning as provided at 34-A M.R.S.A. § 11273(18).

X. Tier III registrant. With respect to the SORNA 2013, "Tier III registrant" has the same meaning as provided at 34-A M.R.S.A. § 11273(19).

Y. Verification form. "Verification form" means a form provided by the State Bureau of Identification for convicted sex offenders in one of the following categories:

1. Verification for a person sentenced on or after September 18, 1999;
2. Verification for a person sentenced on or after January 1, 1982 and prior to September 18, 1999 who is a ten-year registrant;
3. Verification for a person sentenced on or after January 1, 1982 and prior to September 18, 1999 who is a lifetime registrant;
4. Verification for a person required to register in another jurisdiction.

IV. PROCEDURE

1. APPLICATION OF SORNA 2013 AND SORNA 1999

A. **SORNA 2013** applies to persons who committed or commit sex offenses or sexually violent offenses on or after January 1, 2013.

B. **SORNA 1999** applies to persons who were **sentenced** for a sex offense or sexually violent offense after January 1, 1982, but the offense was **committed before** January 1, 2013.

C. **The controlling date between SORNA 1999 and SORNA 2013 is the date that the underlying crime was committed – not the date of sentence.**

3. EXTENT OF COMMUNITY NOTIFICATION

A. When required to do so by either the SORNA 1999 or the SORNA 2013, or both, the District Attorney's Office Law Enforcement Officers (DA's LEOs) shall notify community members of registrants in the community, including, but not limited to, those in Safe Children Zones and Sex Offender Restricted Zones, as well as make notification to appropriate Sexual Assault Support Centers.

B. The extent of community notification is based on the nature of the registrant's conviction and whether the person is required to register as a Lifetime Registrant, a Ten-Year Registrant, or a Tier I, Tier II, or Tier III Registrant.

C. The extent of community notification also is based on the agency's investigative findings related to the nature of the conviction, which includes the elements of each registerable offense for which the registrant was convicted and any facts alleged in the relevant charging instrument (including, but not limited to, the age of the victim) that were proved beyond a reasonable doubt or admitted to by the registrant.

D. District Attorney's Office Law Enforcement Officers (DA's LEOs) should coordinate community notification with law enforcement agencies of the jurisdictions in which the registrant resides, works (if applicable), and attends school (if applicable).

E. DA's LEOs shall seek guidance from the law enforcement agency of jurisdiction for any known or suspected violation of either of the Sex Offender Registration and Notification Acts, or rules adopted pursuant to those Acts.

4. MEANS OF COMMUNITY NOTIFICATION

A. The following methods of notification – which are not intended to be exclusive – should be considered as a means of notifying the community:

1. News media, e.g., newspaper, television, or radio;
2. Informational leaflets that provide general information about registered sex offenders in the community, e.g., *A Guide for Communities, Organizations and Schools about Community Notification of Sex Offenders* (attached);
3. Personal notification, such as door-to-door notification in Safe Children Zones and Sex Offender Restricted Zones;
4. Notification in the form of public postings at the barracks of the Troop of jurisdiction and other designated community locations;
5. Community forums, which, if held, should include, when possible, representatives of Sexual Assault Support Centers, law

enforcement, the Department of Corrections, the Office of the District Attorney of jurisdiction, and sex offender treatment providers;

6. Any other means of notification deemed appropriate by the District Attorney's Office to ensure public safety.

B. By law, only SBI may maintain the official Maine Sex Offender Registry on the Internet for purposes of public access.

1. Law enforcement agencies may maintain their own sex offender registries for internal use only by those agencies, except in narrow circumstances.
2. DA's LEOs who encounter individuals wanting further information regarding a registrant should direct them to call or visit the barracks of the Maine State Police Troop of jurisdiction during regular business hours, or contact or visit SBI.

5. CONTENT OF NOTIFICATION

A. The DA's LEOs may notify any community of public information regarding a registrant, including, but not limited to, any registrant living, attending school, or working (including volunteering) in the community.

B. The following information may be obtained from SBI's website and may be disclosed to the public regarding an individual required to register pursuant to **SORNA 1999**:

1. The duration of time that the individual is required to register as a sex offender;
2. The individual's name, date of birth, and photograph;
3. The individual's municipality of domicile and residence;
4. The individual's place of employment (including volunteer work), if applicable, and, if applicable, school being attended, and the corresponding address and location of those locations;
5. The statutory citation and name of each registerable offense for which the individual was convicted;
6. The individual's designation as a ten-year registrant or a lifetime registrant.

C. The following information regarding individuals required to register pursuant to **SORNA 2013** may be obtained from SBI's website and may be disclosed to the public regarding an individual required to register pursuant to **SORNA 2013**:

1. The individual's name, aliases, date of birth, and a current photograph;

2. The individual's municipality of domicile and residence;
3. The individual's place of employment (including volunteer work), if applicable, and, if applicable, school being attended, and the corresponding address and location of those locations;

4. The statutory citation and name of each registerable offense for which the individual was convicted;
5. Whether the individual is a Tier I registrant, a Tier II registrant, or a Tier III registrant;
6. The individual's verification requirements and the date of her or his most recent verification;
7. The individual's residential address and residence location on a map.

6. VIOLATIONS OF THE SEX OFFENDER REGISTRATION AND NOTIFICATION ACTS

A. Whenever a DA's Office LEO becomes aware of a violation of either of the Sex Offender Registration and Notification Acts, the officer shall investigate the complaint and notify the law enforcement agency of jurisdiction.

B. DA's LEOs who become aware of an individual who was convicted of a sex offense or sexually violent offense in another state and who is now domiciled, employed, residing, or attending school in the State of Maine shall promptly notify SBI to determine if the individual is required to register.

1. SBI has different forms for initial registration for individuals convicted of a registerable offense in another state.
2. Once an individual is registered with SBI, the in-person verification forms for individuals convicted in the State of Maine and for those convicted in another state, are the same.

C. DA's LEOs shall treat out-of-state sex offenders who are required to register in the same manner as sex offenders from Maine.
D. DA's Office LEOs are encouraged to contact SBI if they have any questions regarding a registrant or any provision of either of the Sex Offender Registration and Notification Acts, or want to obtain a copy of any of the forms relating to the Acts.

10. PROVISION OF THIS POLICY TO THE MCJA, SBI

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A. A copy of this policy, and any updates thereto, shall be provided to the MCJA BOT and to SBI.

11. IMMUNITY FROM LIABILITY

A. Both the SORNA 1999 and SORNA 2013 include the following immunity provisions:

1. Neither the failure to perform the requirements of this chapter nor compliance with this chapter subjects any state, municipal or county official or employee to liability in a civil action.
2. The immunity provided under this section applies to the release of relevant information to other officials or employees or to the public.

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICE FOR LAW ENFORCEMENT ON CITIZEN COMPLAINTS/EMPLOYEE MISCONDUCT/CRIMINAL CONDUCT BY LEO

I. Purpose

The purpose of this policy is to establish uniform procedures for addressing complaints of misconduct by agency personnel. These procedures will govern the investigation and resolution of complaints that are brought to the attention of the agency. The procedures are designed to ensure that the integrity of the agency is maintained through an internal system whereby objectivity, fairness, and justice are ensured by an impartial investigation and review. An additional purpose of this policy is to ensure that complaint information is compiled, tracked, analyzed, and made available to the District Attorney (DA) or County, for use in managing the agency.

II. Policy

Establishment of procedures for investigating complaints and allegations of employee misconduct and criminal conduct is crucial to demonstrate and protect this agency's integrity. This agency shall accept and investigate fairly and impartially all complaints of employee misconduct and criminal conduct to determine the validity of allegations and to impose any disciplinary actions that may be justified in a timely and consistent manner. The procedures addressed in this policy will be administered in a manner consistent with applicable collective bargaining agreements and/or the jurisdiction's personnel policy and Local, State and Federal Law.

Given that this is a statutorily mandated policy, officers must abide by this agency's policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees. All state and federal laws apply, and County policies and procedures will be followed. If there is any conflict between this Policy and the Cumberland County Non-Union Personnel Policy, the Personnel Policy will control. https://cms4files1.revize.com/cumberlandcounty/Departments/Human%20Resources/Benefits%20and%20Policies/FINAL%20Non-Union%20Personnel%20Policy%20Dec%2015%202025.pdf?t=202602041426560&t=202602041426560

III. Confidentiality of Investigations

Internal Affairs investigations are conducted for the internal use of this agency. These investigations are to be kept confidential in accordance with State Law. The agency reserves the right, however, to provide information regarding investigations to the agency's legal counsel, the Maine Criminal Justice Academy, or the appropriate prosecutorial authority, if warranted. All other releases of Internal Affairs information will be done only as mandated by a court, in keeping with collective bargaining agreements, or with the employee's and the agency's consent.

IV. Definitions

Complaint - Means any clear, specific and articulate allegation of employee misconduct which, if true, would constitute a violation of law or the standard operating procedures of this agency.

Employee - Means any full-time or part-time person, whether paid or volunteer that represents or works for this agency and approved by the DA.

Investigator - Means any supervisory staff who is assigned by the Agency Head or designee, to formally investigate, or assist in the formal investigation of, any complaint of employee misconduct.

V. Procedures

A. Receiving Complaints

1. This agency will accept and document all complaints of employee misconduct. No complainant will be turned away. Anonymous complaints will be accepted; however, because of the difficulties in investigating these types of complaints, citizens will be encouraged to identify themselves. In any case, the complaint will be accepted.

2. It is the responsibility of the on-duty Supervisor or other designated supervisor to meet with citizen complainants regarding allegations of employee misconduct. If no Supervisor is on duty, the complainant will be given instructions on how to contact a supervisor.

3. The Supervisor shall:

    a. Interview the complainant and complete a Complaint Form. Intoxicated complainants shall be interviewed in spite of their intoxication. The degree of their intoxication shall be noted and a subsequent interview shall be arranged at the earliest possible time.

    b. Ask the complainant to provide an oral narrative briefly describing the complaint and then briefly summarize the complaint in writing on the Complaint Form.

    c. Ask the complainant to sign the statement of affirmation on page two of the Complaint Form. If the complainant refuses, make note of the refusal on the form and advise the complainant that the refusal to sign shall be considered by the Internal Affairs investigator in evaluating the scope of the investigation and by the command staff for evaluating the truthfulness of the complaint.

    d. Complete a Supplemental Memo report detailing objective observations of the complainant's behavior (e.g. intoxicated, yelling, aggressive). The Supervisor shall also note any physical injuries and request photographs of visible injuries.

    e. The Supervisor shall submit the completed Complaint Form directly to the the DA either in person or by sealed envelope. In an incident involving criminal activity, excessive force, improper arrest, entry or search, or conduct which violates a person's civil rights the District Attorney will be notified immediately. The District Attorney will be notified verbally of all other incidents the next business day by the Supervisor receiving the complaint.

B. Assignment of Complaint Investigations

1. The District Attorney and appropriate County leadership shall review the Complaint Form and designate each complaint for investigation by either a line supervisor or an IA investigator. They shall use the following criteria for determining the investigative authority: ***MLEAP 2.06 BOT 9-3, 9-6.***

    a. The following types of complaints shall be investigated by internal affairs:

        i. criminal activity;
        ii. excessive force;
        iii. improper arrest;
        iv. improper entry;
        v. improper search;
        vi. conduct which violates a person's civil rights;
        vii. any rule infractions that would bring the Agency into disrepute or risk the safety of fellow officers or the public;
        viii. repeated minor violations;
        ix. notice of claim related incidents;
        x. any other matter as directed by the DA.

    b. Minor rule infractions (e.g. tardiness, demeanor issues) shall be investigated by the line supervisor of the subject officer.

2. If the District Attorney and County staff are satisfied that a complaint has been satisfactorily resolved at the supervisor level, they will close the complaint and send a conclusion notification to the complainant.

3. The District Attorney and appropriate County staff shall assign the complaint to an Internal Affairs investigator or return the Complaint Form to the appropriate line supervisor for investigation and resolution.

C. Investigation of Complaints

1. Internal Affairs investigators shall have the following responsibilities:

    a. Conduct thorough, timely, investigation of all complaints assigned by the District Attorney.

b. Once a complaint has been designated for investigation by Internal Affairs, the IA Investigator shall advise the employee, in some confidential, written manner, that a complaint has been made and that an investigation will be conducted. The notice will include the name of the complainant, the nature of the allegations, and copies of the employee's rights and duties. In addition, the employee will normally be afforded the opportunity to read the initial complaint form. If the disclosure of the existence of the complaint or the identity of the complainant would impede the investigation, the District Attorney and County staff shall decide all questions concerning employee notification and employee access to complaint information.

c. Compile all relevant reports, statements, and transcriptions for inclusion in the Internal Affairs case file.

d. Verify receipt of the complaint for processing with the complainant.

e. Periodically notify the complainant of the status of the investigation and any significant developments.

f. Submit for command review, at the conclusion of an investigation, a completed investigation file.

2. The DA and County shall have the following responsibilities:

a. Ensures that all assigned cases are handled in a uniform, timely, thorough and objective manner.

b. Assigns cases to investigators as per the designation of investigative authority.

c. Monitors and reviews the work of Internal Affairs investigators and tracks case progress.

d. Reviews transcripts of interviews and identifies issues that need follow-up or clarification.

e. Supervise and coordinate cases involving multiple internal affairs investigators.

f. Investigate complaints as necessary.

g. Reviews completed investigations and makes a finding and recommendation in cases assigned to Internal Affairs Investigators.

h. Ensures all relevant information is entered into appropriate databases.

i. Advise the complainant of the results of the investigation.

3. Line Supervisors shall have the following responsibilities:

a. Investigate rule infractions and other minor complaints as designated by the DA.

b. Make a finding as the result of the assigned investigation.

D. Criminal Conduct Allegations

1. Any allegation of criminal conduct against an employee of this agency will be forwarded to the DA as soon as possible.

2. Complaints alleging criminal conduct on the part of any agency employee may be handled as internal affairs matter only after consulting with the appropriate prosecutorial authority and may be investigated by an outside agency upon request of the District Attorney.

3. Criminal Conduct allegations investigated by the Internal Affairs function of this agency shall be conducted in accordance to this policy.

E. Findings and Discipline

1. The District Attorney and County shall review the Internal Affairs Investigation and shall give final approval to the written disposition of the case as follows:

a. Sustained - Sufficient evidence exists to indicate that the employee did, in fact, commit one or more of the alleged acts. The Agency shall have the burden of proving that a violation is sustained by a preponderance of the evidence.

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b. Exonerated - The incident occurred, but the employee's actions were justified, lawful and proper. No violation of Agency or County rule, regulation or procedure or Local, State or Federal law has been proven.

c. Unfounded - Reasonably credible evidence exists to indicate the complainant's allegations are false.

d. Cleared Exceptionally - The Agency is unable to investigate the matter due to:

i. the failure of the complainant to cooperate with the investigation;
ii. the unavailability of the complainant (death, relocation, etc);
iii. the departure of the subject officer;
iv. or other circumstances that prevent the Agency from investigating a complaint.
v. Policy Failure – A flaw in policy was responsible for the incident.

2. The DA may afford the employee an opportunity for an informal hearing with the DA, prior to the outcome of the imposition of discipline or corrective action, to discuss the outcome of the investigation. The employee shall be entitled to representation at that hearing.

3. The DA, along with the County, shall make the final decision as to the imposition of disciplinary or corrective action. Discipline shall be administered in accordance to this agency's discipline policy.

4. In the event that a law enforcement officer is convicted of a crime or violation or engages in conduct that could result in suspension or revocation of the law enforcement officer's certificate and the DA of this agency has knowledge of the conviction or conduct, then the DA shall expeditiously notify the Director of the Maine Criminal Justice Academy with the name of the law enforcement officer and a brief description of the conviction or conduct.

F. Relief from Duty

1. If the complaint against an employee is serious enough to warrant immediate action, the matter shall be referred immediately to the ranking officer on duty. The ranking officer shall determine if the employee involved shall be relieved from duty. An order relieving an employee from duty shall not be construed as a suspension or other disciplinary action. If an employee is relieved from duty in this manner, the employee should be instructed when to report back to duty. In the event of any such action, the DA will be notified as soon as practical. A Complaint Form must be completed for all such incidents.

2. Any supervisor may relieve an employee from duty anytime the Supervisor feels that the employee is unable to effectively carry out his duties. In the event of any such action, the DA will be notified as soon as possible.

3. Employees shall receive their normal pay for the period that they are relieved from duty, unless said period is later made part of an appropriate suspension without pay or is reviewed by the DA and acted on pursuant to the DA's authority, under the jurisdiction's personnel policy.

G. Member's Duties and Rights During an Internal Affairs Investigation

1. The member's duties and rights contained in this section shall be applicable to any investigation by Internal Affairs. The failure of the supervisor to afford an employee these rights does not entitle the employee to disobey the orders of a supervisor. The supervisor's failure to allow an employee to exercise these rights will be considered by the DA prior to imposition of any discipline against the employee.

2. Any collective bargaining agreement provisions regarding employee rights shall be adhered to in an internal affairs investigation.

H. Employee statements to Internal Affairs

1. The employee will be instructed to provide information to Internal Affairs which is specifically, directly and narrowly related to the employee's duties or fitness for duty. An employee may be instructed to provide information about off-duty conduct if there is a sufficient relationship between the employee's off-duty conduct and the employee's official duties. Statements made by the employee during an internal affairs investigation, and subject to Fifth Amendment protection, will not be used against an employee in a criminal proceeding. However, a matter may be

referred for further investigation by a criminal investigator or the Maine Criminal Justice Academy Complaint Review Committee if the DA deems it appropriate.

2. Employees may request to have an attorney or union attorney present and available for consultation during any Internal Affairs interview. That attorney or union attorney present is not entitled to interfere with the interview.

3. An employee's statement to Internal Affairs may be provided in any one of the following forms, at the discretion of the Internal Affairs Investigator:

   a. a written statement completed and signed by the employee;

   b. a transcription of a taped interview with the Internal Affairs Investigator to which the employee has attested to the truthfulness of the transcription.

   c. or an Investigator's summary of a taped interview with the employee to which the employee has attested to the truthfulness of the summary.

4. The same methods as in #3 above may be utilized by the Internal Affairs Investigator, at his discretion, to obtain statements from civilian witnesses.

I. Rights and Duties During an Internal Affairs Investigation

1. All interviews will be conducted at a time determined by the interviewer unless the seriousness of the investigation is such that an immediate interview is required. Every attempt will be made to conduct the interview within thirty days of the filing of the Complaint Form.

2. The interview will be held at the agency or at location determined by the interviewer.

3. Written statements shall be submitted to the Internal Affairs Investigator immediately upon his request. The failure to submit a statement upon request, without good cause, will result in discipline.

4. During interviews conducted by more than one internal affairs investigator, there will be one designated interviewer.

5. Employees under investigation shall not use or be subjected to offensive language, nor threatened with transfer, dismissal, or disciplinary action during an interview. No promise or reward shall be made by the Internal Affairs investigator as an inducement to answer questions.

6. All Internal Affairs interviews with employees will be recorded. All other interviews will also be recorded, if practical. The Internal Affairs investigator will have discretion in determining if a transcript of the interview or a summary should be prepared. If the recordings are not transcribed, the recordings will be retained as part of the investigation file until the investigation is resolved. A copy of the recording shall be provided to the employee upon his written request at the conclusion of the investigation

7. All investigations shall be conducted without unreasonable delay. An employee who is the subject of a complaint will be advised of the final outcome of the investigation, in writing, within 30 days of employee's interview with the Internal Affairs Investigator. If the investigation cannot be completed within 30 days of the employee's interview, the DA and County leadership may grant an extension, in writing, of the 30-day time period to the Internal Affairs Investigator. The employee who is the subject of the complaint, will be given an explanation of the delay and will be advised within ten days of the completion of the investigation and its submission to the DA for review by the Internal Affairs Investigator. An employee or the employee's representative may contact the DA at any time to ascertain the status of the investigation of a complaint filed against the employee.

8. Prior to any hearing with the DA concerning possible disciplinary action, an employee will be allowed access to all information and/or documents upon which the contemplated discipline is based, unless in the judgment of the DA circumstances warrant anonymity.

9. The Administration maintains photographs of all current employees. The agency reserves the right to allow complainants or witnesses to view those photographs to identify officers whose identity is material to a formal internal affairs investigation. Officers may be required to periodically have a new photograph taken to update the file.

10. Employees will only be asked to submit to a polygraph examination if the examination is material to a current formal Internal Affairs investigation and only upon individual written authorization from the DA.

J. Notice of Claim

Whenever the Agency receives a civil Notice of Claim or is the subject of a civil lawsuit alleging an incident that would constitute a complaint, the DA shall initiate an Internal Affairs Investigation. The investigation will be conducted in accordance with the procedures outlined in this policy.

K. IA File Security

1. The DA and County shall maintain a secure locked cabinet that contains a record of all complaints against this agency and its employees. Confidentiality of these files shall be maintained in accordance to collective bargaining agreements and applicable laws. (For State employees – 5 M.R.S. §7070, for County employees – 30-A M.R.S. §503 and for Municipal employees – 30-A M.R.S. §2702).

L. Sexual Harassment Complaints

The investigation of allegations of sexual harassment of an Agency employee by another employee shall be handled in accordance with the provisions of this SOP. If in the judgment of the DA and assigned County staff a fair and impartial investigation is impossible within the Agency, or at the request of the complainant, the DA may request the jurisdiction's top administrator to assign an investigator from outside the Agency. That investigator shall follow the procedures established in this SOP. ***MLEAP 2.11 BOT 9-7***

M. Public Comment on Administrative Investigations

For legal, contractual, and policy reasons, public comment on administrative investigations shall be limited to the DA or the DA's designee. Inquiries from the news media or public shall be referred to the DA. The items of information released by the DA or the DA's designee upon request will be in accordance with applicable State and Federal Law.

PER ORDER OF: _____

District Attorney and/or County Manager

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICY FOR LAW ENFORCEMENT OFFICERS – INVESTIGATIONS OF DEATHS AND PROBABLY DEATHS

I. Purpose

It is the purpose of this policy to provide guidelines for personnel regarding the Attorney General's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons, as well as the Medical Examiner's Act.

II. Policy

It is the policy of this agency to recognize the importance of death scene control, and that all investigative procedures must at a minimum comply with the Attorney General's "Protocol for the Investigation of Deaths," as well as the law governing the Office of the Chief Medical Examiner. It is also the policy of this agency that its members assist the appropriate death investigative agency as outlined in the Attorney General's protocol. (Appendix 1 and Appendix 2).

Given this is a statutorily mandated policy; officers must abide by this policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. Procedures – Death Investigations

A. Deaths

1. Officers of this agency are required to follow the procedures outlined in Section III of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. Officers of this agency are required to assist the appropriate investigating agency as designated by the protocol, as well as providing assistance to the Office of the Chief Medical Examiner.

B. Cases Involving Fire & Explosion Deaths

1. Officers of this agency are required to follow the procedures outlined in Section IV-A of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. Officers of this agency are required to assist the Office of the State Fire Marshal, the designated Major Crimes Unit, and the Office of the Chief Medical Examiner in these investigations.
3. It is imperative to notify the Office of the State Fire Marshal as soon as possible in the event of the death of a firefighter in the line of duty. The federal Public Safety Officers Benefits (PSOB) Program provides death and education benefits to survivors of fallen firefighters, and the State Fire Marshal is the entity that carries out the provisions of a Line-of-Duty Death Response Plan that will assure compliance with the requirements of the PSOB Program.

C. Cases Involving Hunting Deaths

1. Officers of this agency are required to follow the procedures outlined in Section IV-B of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. Officers of this agency are required to assist the Maine Warden Service, the designated Major Crimes Unit, and the Office of the Chief Medical Examiner in these investigations.

D. Cases Involving Deaths while In custody or Confinement

1. Officers of this agency are required to follow the procedures outlined in Section IV-C of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. Officers of this agency are required to assist the designated Major Crimes Unit, the Department of Corrections, and the Office of the Chief Medical Examiner in these investigations if a death occurs at a jail holding facility, correctional institution, or mental health facility.
3. Officers of this agency are required to assist the Office of the Attorney General and the Office of the Chief Medical Examiner in investigations of a death that occurs while in police custody.

E. Cases Involving Police-involved Deaths

1. Officers of this agency are required to follow the procedures outlined in Section IV-D of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons, as well as the separate protocol for the Reporting and Investigation of the Use of Deadly Force. (Appendix #2)
2. Officers of this agency are required to assist Office of the Attorney General and the Office of the Chief Medical Examiner in these investigations.

F. Cases Involving Workplace Deaths

1. Officers of this agency are required to follow the procedures outlined in Section IV-E of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. Officers of this agency are required to assist the designated Major Crimes Unit Office, the Federal Occupational Health and Safety Administration (OSHA), the Maine Bureau of Labor Standards (BLS), and the Office of the Chief Medical Examiner, in these investigations.

G. Cases Involving Child Deaths

1. Officers of this agency are required to follow the procedures outlined in Section II, III and IV-F of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. Officers of this agency are required to assist the designated Major Crimes Unit and the Office of the Chief Medical Examiner in these investigations.

H. Cases Involving Drug Overdose Deaths or Serious Bodily Injury

1. Officers of this agency are required to follow the procedures outlined in Section IV-H of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. This agency is primarily responsible for all aspects of these investigations to include proper crime scene processing and coordination with the Office of the Chief Medical Examiner, the Maine Drug Enforcement Agency, and the designated Major Crimes Unit.
3. Officers of this agency are required to conduct a proper inventory that includes the name of the drug, the dosage, the date of prescription, the number of pills prescribed, the number of pills remaining, the physician's name, and the pharmacy name. If there is reason to believe that medications in the household prescribed to someone else were ingested by the victim, those medications should likewise be inventoried. (Appendix #3)

I. Cases Involving In-water Deaths

1. Officers of this agency are required to follow the procedures outlined in Section II, III and IV-I of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.

J. Cases Involving Suicide

1. Officers of this agency are required to follow the procedures outlined in Section II, III and IV-G of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.
2. If the deceased is less than 17 years of age or is in custody or confinement, the death (or anticipated death) will investigated by the designated Major Crimes Unit.

IV. Procedures – Release of Public Information

A. Officers of this agency are required to follow the procedures outlined in Section V of the AG's Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons.

B. Officers of this agency are not authorized to release public statements. These public statements are only to be released under the authority of the Office of the Attorney General, as outlined in Section V of the AG's Protocol.

C. The designated Major Crimes Unit may release information in these cases after consultation with the Office of the Attorney General and, if applicable, the Office of the Chief Medical Examiner.

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PER ORDER OF: _____

Chief Executive Officer

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Maine Office of the
Attorney General

Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons

DRAFT

JANET T. MILLS
Attorney General

August 15, 2017

INVESTIGATION OF DEATHS, PROBABLE DEATHS, AND MISSING PERSONS

Augusta RCC	**624-7076**	**800-452-4664**	
Gray RCC	**657-3030**	**800-228-0857**	
Bangor RCC	**973-3700**	**800-432-7381**	
Houlton RCC	**532-5400**	**800-924-2261**	
Bangor PD	**947-7382**	**947-7382 x1 (CID)**	
Portland PD	**874-8575**	**874-8526 (CID)**	

Criminal Division – Office of the Attorney General

Name	*Office*	*Home*	*Work Cell*	*Personal Cell*
Lisa Marchese, Deputy AG	626-8508	829-4432	557-5688	831-9145
John Alsop, Assistant AG	626-8567	474-4650	557-5655	474-4650
Meg Elam, Assistant AG Summer	626-8580	797-2710 293-4461	441-6149	317-6840
Bud Ellis, Assistant AG	626-8833	799-4459	441-1024	239-0155
Leane Zainea, Assistant AG	626-8514	338-2611	446-2330	491-7875

In all cases, contact Office of Chief Medical Examiner – 800-870-8744

(Toll free number is for law enforcement use only.)

FIRE AND EXPLOSION DEATH

Contact Office of the State Fire Marshal through RCC

HUNTING DEATH

Contact Maine Warden Service through RCC

DEATH WHILE IN CUSTODY OR CONFINEMENT

(Jail, Holding Facility, Correctional Institution)

Contact appropriate Major Crimes Unit through RCC

Contact Department of Corrections:

Gary LaPlante: Office 287-4392–Cell 310-1619 **or**

Ryan Anderson: Office 287-4364–Cell 557-2422

USE OF DEADLY FORCE BY LAW ENFORCEMENT or DEATH ATTENDED BY LAW ENFORCEMENT

Contact Investigation Division of Attorney General's Office

Brian MacMaster– Office 626-8520 – Cell 441-0671 – Home 582-4870

WORKPLACE DEATH

Contact Office of Chief Medical Examiner

MISSING PERSON

Contact appropriate Major Crimes Unit through RCC and Office of Chief Medical Examiner

SUICIDE or DEATH OF CHILD LESS THAN 3 YEARS OF AGE

Contact appropriate Major Crimes through RCC and Office of Chief Medical Examiner

DRUG OVERDOSE

Maine Office of the
Attorney General

Protocol for the Investigation of Deaths, Probable Deaths, and Missing Persons

I. BACKGROUND

A. The purpose of this protocol is to establish procedures for law enforcement agencies in cases involving deaths, situations where death appears imminent, situations where death is reasonably suspected, and missing persons. Timely implementation of these procedures and notifications is often critical. Accordingly, this protocol and its required notifications apply to cases of death, cases when it is reasonably anticipated that death may result, cases where death is reasonably suspected, or a missing person under suspicious or unusual circumstances.

B. Technical assistance and expertise are indispensable to the successful investigation of these cases. The Office of the Attorney General and the Office of Chief Medical Examiner will continue to rely upon the State Police Major Crimes Unit as its primary death investigative arm, except in the City of Portland and the City of Bangor where the respective police department is the primary death investigative arm.[1]

II. IMPORTANCE OF DEATH SCENE CONTROL

Control of the death scene is a primary focus of these procedures. Often, the medical examiner and medico-legal death investigator can gain valuable insight into the cause, manner and circumstances of death, as well as the time of death, from viewing the scene and viewing the body at the scene. Moreover, the scene is sometimes replete with subtle clues that could aid in the identification or discovery of a perpetrator. All, or a significant part, of this evidence could be lost through inadvertent disturbance of the scene by persons lacking the required expertise.

[1] References to "MCU" mean the State Police Major Crimes Unit and the respective criminal investigation divisions of the Portland Police Department, and the Bangor Police Department.

III. PROCEDURES IN ALL CASES

A. Initial Procedures. The first law enforcement officer at the scene of a death, a situation involving a probable death, or a missing person under suspicious or unusual circumstances should, without disturbing the body or scene:[2]

1. Conduct a cursory search of the premises for the limited purpose of determining if there are perpetrators or other victims present.

2. Determine that death has in fact occurred. If there is any evidence of life, initiate all necessary life-sustaining measures.

3. Make a cursory examination of the scene to determine if the circumstances are at all suspicious. (All deaths or injuries resulting from gunshot wounds are suspicious until a thorough investigation has determined otherwise.) If the circumstances are at all suspicious (or there is no body, but there is a possibility that a death or foul play may have occurred), the following procedures will be followed:

   (a) Secure and protect the scene. Do not move or otherwise disturb a body unless it is in immediate danger of destruction or further damage.

   (b) Notify supervisors, the Office of Chief Medical Examiner, and MCU. The Office of Chief Medical Examiner will notify the Office of the Attorney General. If you wish, you may obtain the name and telephone number of the Attorney General Duty Officer from the Office of Chief Medical Examiner or the Regional Communications Center (RCC), enabling you to be in direct contact with the Duty Officer.

   (c) Record names, addresses, telephone numbers, and other pertinent information of all persons present or assign another person to this task.

   (d) Maintain a timetable of all persons arriving and leaving the scene.

   (e) Unless circumstances require it, do not arrest or detain a suspect without prior authorization of the MCU detective in charge or the Attorney General Duty Officer.

   (f) If the circumstances require arresting or detaining a suspect, do not undertake questioning of the suspect without first discussing this procedure with the MCU detective in charge or the Attorney General Duty Officer. Be prepared to electronically record any statements volunteered or spontaneously made by a suspect.

   (g) Determine if a child has lost both parents as a result of homicide or has lost one parent and the other parent has been arrested, detained or committed to a correctional facility or mental health facility for an offense related to a homicide, and advise MCU, which is then responsible for notifying the Maine Bureau of Child and Family Services at 800-452-1999.[3]

[2] See the attached Death Investigation guide.
[3] 17-A M.R.S. § 4023

B. In a case of an accidental death, including a motor vehicle crash, contact the Office of the District Attorney and the Office of Chief Medical Examiner.

C. Deaths NOT reportable. A death from natural causes that is certified by a physician and is not suspicious need not be reported to the Office of Chief Medical Examiner.

D. Attendance at Examination or Autopsy. The Office of Chief Medical Examiner may arrange for a local medical examiner or medico-legal investigator to conduct an examination of a body at a local funeral home, or an autopsy may be conducted at the Office of Chief Medical Examiner in Augusta. In either situation, the investigating officer or a representative of the investigating agency should be available for the examination or autopsy so that the medical examiner or investigator is fully aware of all the known facts and circumstances regarding the scene and the investigation.[4]

IV. PROCEDURES FOR CASES WITH SPECIAL CIRCUMSTANCES

A. Fire or Explosion Death

The State Fire Marshal is the official representative of the Attorney General in the investigation of fires or explosions resulting in a fatality. The law enforcement officer or firefighter discovering a body in a fire or following an explosion shall notify the Office of the State Fire Marshal and the Office of Chief Medical Examiner. The scene is not to be disturbed or the body moved, unless the body is in immediate danger of destruction or further damage. If the case is one of suspected arson or an otherwise suspicious death, it is to be handled as any other suspicious death, which includes notifying the appropriate MCU.

B. Hunting Death

The State Warden Service is the official representative of the Attorney General in the investigation of a hunting fatality. The law enforcement officer encountering an apparent hunting fatality shall notify the State Warden Service by calling the appropriate RCC and the Office of Chief Medical Examiner. The State Warden Service will in turn notify the appropriate MCU for assistance in conducting the investigation. The scene is not to be disturbed or the body moved, unless the body is in immediate danger of destruction or further damage.

C. Death while in custody or confinement

1. Jail, Holding Facility, Correctional Institution. The death or probable death of an individual while in custody or confinement in a jail, holding facility, or correctional institution, regardless of the likely cause, manner, and circumstances, is to be reported immediately to the Office of Chief Medical Examiner, the appropriate MCU, and the Operations Division of the Department of Corrections. These notifications are necessary for these agencies to carry out their responsibility of investigating the death to determine the cause, manner, and circumstances of death. The Operations Division of the Department of Corrections is responsible for conducting an investigation into the operational practices, policies, and procedures to determine compliance with required standards. The Attorney General's Office will thereafter review all investigative results.

[4] When death has not occurred, but is probable or reasonably anticipated, the Office of Chief Medical Examiner needs the admission bloods from the first hospital where the patient was treated. Hospitals usually discard blood after seven days unless requested to preserve it. Accordingly, law enforcement must notify the OCME in such cases so that bloods are preserved in possible delayed deaths.

2. ***Mental Health Facility.*** The death or probable death of an individual while in custody or confinement as a result of an order to undergo a mental health examination[5], being involuntarily committed to a mental institution **following acceptance of a negotiated insanity plea or following a verdict or finding of insanity[6], or having been taken into protective custody[7], regardless of the likely cause, manner and circumstances, is to** be reported immediately to the Office of Chief Medical Examiner and the appropriate MCU. These notifications are necessary for these agencies to carry out their responsibility of investigating the death to determine the cause, manner, and circumstances of death. The Attorney General's Office will thereafter review all investigative results.

3. ***Death Attended by Law Enforcement.*** The death or probable death of an individual while interacting with law enforcement, regardless of the likely cause, manner, and circumstances, requires an immediate report to the Investigation Division of the Office of the Attorney General and the Office of Chief Medical Examiner.

D. ***Deadly Force by Law Enforcement***

When a law enforcement officer uses deadly force in the performance of the officer's duties, regardless of the outcome, immediate reporting to the Investigation Division of the Attorney General's Office is required. If death was the outcome, the Attorney General's Office will contact the Office of Chief Medical Examiner.[8]

E. ***Workplace death***

The "workplace manslaughter" statute may be applicable to a situation where an employee dies in the workplace. The investigation of a workplace death is the responsibility of the responding law enforcement agency, but requires an immediate report to the Office of Chief Medical Examiner. The Office of Chief Medical Examiner will notify the Office of the Attorney General and, if necessary for assistance, the appropriate MCU. It is also likely that investigators from the Occupational Health and Safety Administration (OSHA) or the Maine Bureau of Labor Standards (BLS) will be assigned to assist in the investigation. In the initial scene investigation, law enforcement officers should treat the situation as they would a vehicular manslaughter, securing photographs, measurements, and other evidence.

F. Death of Child less than 3 years

Sections II and III are applicable when responding to a child death. In addition to the Office of Chief Medical Examiner, MCU is to be contacted in any case of the death of a child under the age of three years. Singling out deaths of young children for special investigation is necessary because of the different technical approach and types of inquiry required in pursuing the investigations.

G. Suicide

When the circumstances of death suggest a suicide, MCU and the Office of Chief Medical Examiner must be notified.

[5] 15 M.R.S.A. § 101-B
[6] 15 M.R.S.A. § 103
[7] 34-B M.R.S.A. § 3862
[8] See the attached *Attorney General's Protocol for the Reporting of the Use of Deadly Force by a Law Enforcement Officer.*

Immediately send suicide notes to the Office of Chief Medical Examiner.[9] If not convenient, fax a copy or email a picture while the originals take their time through the mail or other transport. Do not send such material with the body.

NOTE: If the deceased is less than 17 years of age or in custody or confinement, the death (or anticipated death) will be investigated by MCU.

H. Suspected Drug Overdose

Cases of a suspected drug overdose resulting in death or serious bodily injury require special attention. The purpose of the investigation in each case is to determine, to the extent possible, the cause, manner, and circumstances surrounding the drug overdose, the identity of the drug involved, and the source of the drug. Furnishing scheduled drugs that result in the death or serious bodily injury of a person is a serious crime. In all cases of suspected drug overdose, the following procedures are required:

1. Notification of the Office of Chief Medical Examiner (if death has occurred or is reasonably anticipated) and MCU.

2. Notification of the appropriate MCU and the district supervisor of the Maine Drug Enforcement Agency (MDEA). The MDEA supervisor will determine if sufficient information exists to initiate an investigation into the source of the drug(s) suspected of causing the overdose. The responding agency, in consultation with MCU, is primarily responsible for all aspects of the investigation, to include proper crime scene processing and coordination with the Office of Chief Medical Examiner and MDEA. The MDEA supervisor will immediately notify the appropriate prosecutor of the suspected overdose and the ensuing investigation.

3. A thorough scene investigation is necessary to determine the cause, manner, and circumstances surrounding the overdose. This includes witness statements, inventory of any drugs or drug paraphernalia, cell phone information, information about the victim's medical or mental health history, and identification of all known treating physicians. One aspect of an investigation is to determine if the victim possessed any drugs other than those legally prescribed.

4. Medications, illicit drugs, or substances thought to be illicit drugs at the scene are to be secured as evidence. Do not leave such evidence with the body for transport or at a funeral home. Inventory and record the evidence and fax a copy of the inventory or evidence receipt to the Office of Chief Medical Examiner at 624-7178.[10] A proper inventory of the items includes the name of the drug, the dosage, the date of prescription, the number of pills prescribed, the number of pills remaining, the name of the prescribing physician, and the name of the dispensing pharmacy. If there is reason to believe that the victim ingested medications prescribed to someone else, those medications should likewise be inventoried. (A form for documenting this inventory is attached.)

5. The actual cause of death in suspected drug overdoses is not readily apparent, and may not be determined for several weeks pending the results of toxicology. These cases are to be investigated

[9] State law provides that original written or recorded material, including text messages or other electronic media, that may express suicidal intent, e.g., "suicide note," must be provided to the Office of Chief Medical Examiner. 22 M.R.S. § 3028(5). The law also declares such material to be confidential, i.e., not subject to public access.

[10] See the attached *Drug/Medication Inventory* form.

until the investigating agency, MCU, and the Office of Chief Medical Examiner have determined no further investigation is necessary and/or the cause and manner of death are determined.

I. In-water Death

Deaths of persons found in water require notification to the Office of Chief Medical Examiner and the appropriate MCU, and may be specially investigated because of the different technical approach and types of inquiry needed in pursuing such investigations. There are three types of categories for water-related deaths: accidental, suicidal, and homicidal. When law enforcement officers respond to the scene of an aquatic/marine related death and foul play is either obvious or suspected, the responding officer should follow this protocol as stated in Section II and III above. The decision to specially investigate will be made on a case-by-case basis by the Office of Chief Medical Examiner, usually in collaboration with an appropriate police authority and the Attorney General's Office. Even when not specially investigated, an investigation is still necessary as in any medical examiner case.

J. Missing Person

In addition to the requirements set out in state law in the Missing Children Act[11], the report of a missing person – child or otherwise – requires within two hours of the report the issuance of a File 6 and inclusion in the computer files of the Maine State Police and National Crime Information Center (NCIC). Within eight (8) hours of the missing person report, notification of MCU is required unless there are suspicious or unusual circumstances, in which case immediate notification of MCU is required. An example of "unusual circumstances" is a reported absence under circumstances inconsistent with established patterns of behavior.

State law also requires that the Office of Chief Medical Examiner maintain information on missing persons.[12] Accordingly, if a person reported as missing is not located within 24 hours of the report, notification to the Office of Chief Medical Examiner is required.

K. Line-of-duty death of a firefighter. It is imperative to notify the Office of the State Fire Marshal as soon as possible in the event of the death of a firefighter in the line of duty. The federal Public Safety Officers Benefits (PSOB) Program provides death and education benefits to survivors of fallen firefighters, and the State Fire Marshal is the entity that carries out the provisions of a Line-of-Duty Death Response Plan that will assure compliance with the requirements of the PSOB Program.

V. PUBLIC STATEMENTS

Only the Office of the Attorney General is authorized to disseminate information or public statements in homicide or suspected homicide cases. The appropriate MCU may disseminate information in these cases only after consultation with and approval of the Office of the Attorney General.

A. Examples of information that may be released in investigations covered by this Protocol, other than homicide or suspected homicide cases:

1. Unless confidential pursuant to law, the identity of a victim, if confirmed and not in question, after notification of family or next of kin. If there is any question as to the identity, the information remains confidential.

2. Information regarding the cause, manner, and circumstances of a death, but only with authorization of and after consultation with the Office of Chief Medical Examiner and the Office of the Attorney General.

[11] 25 M.R.S. chapter 257.
[12] 22 M.R.S. § 3034.

3. A brief description, e.g., hunting fatality, suspicious death, accident, time and place, whether the investigation is in progress, and the identity of the investigating agency.

4. A warning to the public of any dangers.

5. A request for assistance in apprehending a suspect or assistance in other matters, if the information released is limited to accomplishing that purpose.

6. The name of a person charged (except a juvenile), age, residence, employment, and marital status.

7. The circumstances immediately surrounding an arrest or charge, including the time and place of the arrest, resistance, pursuit, and possession and use of weapons.

8. The substance or text of the charge, such as a complaint or indictment.

9. Information contained in a public record, stated so as to attribute the information to a public record.

10. The scheduling or result of any step or action in the judicial proceeding.

B. The following types of information should not be released:

1. Information as to the character, reputation, or prior criminal record or mental health history of an accused person or a prospective witness.

2. Admissions, confessions, or a statement or alibi attributable to any accused person, except as otherwise contained in a public record.

3. The performance or results of tests or the desire, agreement, or refusal of the accused or any potential witness to take or perform a test, including a polygraph examination.

4. Statements or information concerning the credibility or anticipated testimony of prospective witnesses.

5. The possibility of a plea to the offense charged or to a lesser offense, or other disposition.

6. Opinions concerning evidence or arguments in the case, whether or not it is anticipated that such evidence or arguments will be used at trial.

7. Opinions as to the guilt of the accused, the evidence, or the merits of the case.

8. General Rule: DO NOT COMMENT ON THE EVIDENCE.

Dated: August 15, 2017

s/Janet T. Mills
JANET T. MILLS
Attorney General

Appendix 2

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Maine Office of the
Attorney General

PROTOCOL FOR THE REPORTING AND INVESTIGATION OF THE USE OF DEADLY FORCE

Authority. The Attorney General has exclusive jurisdiction for the direction and control of any criminal investigation of a law enforcement officer who, while acting in the performance of that officer's duties, uses deadly force.[13] Such use of deadly force will be the subject of an investigation or review and legal analysis by the Office of the Attorney General to determine if its use complied with the applicable provisions of law. Detectives from the Office of the Attorney General will conduct or supervise the investigation, with the assistance of the State Police or other agencies as circumstances require.

Definitions. For purposes of this protocol, "deadly force" has the same meaning as in Title 17-A M.R.S. § 2, §§ 8. "Deadly force" means physical force that a person uses with the intent of causing, or that a person knows to create a substantial risk of causing, death or serious bodily injury.[14] Except as provided in section 101, subsection 5[15], intentionally, knowingly, or recklessly discharging a firearm in the direction of another person or at a moving vehicle constitutes deadly force.

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[13] 5 M.R.S.A. § 200-A

[14] As used in subsection 8, "serious bodily injury" means a bodily injury – i.e. physical pain, physical illness or any impairment of physical condition – that creates a substantial risk of death or which causes serious, permanent disfigurement or loss or substantial impairment of the function of any bodily member or organ, or extended convalescence necessary for receiving of physical health. 17-A M.R.S.A. § 2 (5) and (23).

[15] For purposes of this chapter, use by a law enforcement officer, a corrections officer or a corrections supervisor of the following is use of nondeadly force:
A. Chemical mace or any similar substance composed of a mixture of gas and chemicals that has or is designed to have a disabling effect upon human beings; or
B. A less-than-lethal munition that has or is designed to have a disabling effect upon human beings. For purposes of this paragraph, "less-than-lethal munition" means a low-kinetic energy projectile designed to be discharged from a firearm that is approved by the Board of Trustees of the Maine Criminal Justice Academy.

Requirement. A law enforcement agency whose officer uses deadly force while acting in the performance of that officer's duties shall make notification of the event, as soon as practicable, to the Investigation Division of the Office of the Attorney General. The following circumstances in which physical force is used requires reporting by the agency whose officer uses such physical force while acting in the performance of that officer's duties:

1. The use of physical force that in fact causes death or serious bodily injury.

2. The use of physical force under circumstances that in fact create a substantial risk of causing death or serious bodily injury, whether or not death or injury actually results.

3. The use of physical force when it is the officer's intent to cause death or serious bodily injury, whether or not death or injury actually results.

4. The discharge of a firearm in the general direction of another person or at a moving vehicle, whether or not the projectile hits the person or vehicle. (It is not necessary to report the discharge of a firearm if the discharge is that of a "less-than-lethal munition," as defined in law. See Footnote 3 above. Also, pointing a firearm at another person without discharging it need not be reported.)

5. Ramming an occupied vehicle, except when the Precision Immobilization Technique (PIT maneuver) is used in the manner trained and under the circumstances permitted for its use and no serious bodily injury or death results.

6. A roadblock set up to terminate a vehicular pursuit when the roadblock in fact creates a substantial risk of causing death or serious bodily injury to the occupants of the fleeing vehicle or other persons and that in fact results in serious bodily injury or death.

Procedure for reporting. In any of the six mandatory reporting circumstances identified above, the incident must be reported as soon as practicable by the officer's agency to the Investigation Division of the Office of the Attorney General.

Contact Investigation Division of the Attorney General's Office
Brian MacMaster – Office 626-8520 – Home 582-4870 – Cell 441-0671

Preservation of the scene, electronic media, and witnesses. The scene shall be preserved and cordoned, and involved officers separated by available law enforcement officials until the arrival of a detective from the Office of the Attorney General or a designee whose responsibility is to coordinate the investigation and/or to process the scene. Preserve as soon as possible any electronic media, such as cruiser or body camera video recordings. Other than what is necessary to identify and preserve such recordings, no officers may view such recordings prior to the involved officers giving a statement. Do not disturb the scene. In the case of a death, the body of the deceased is not to be moved or disturbed in any way until authorized by the Attorney General's Office or the Office of Chief Medical Examiner, unless the body is in immediate danger of destruction or further damage. Other personnel authorized to access the scene are evidence technicians of the State Police or other agencies or other personnel designated and dispatched under the authority of the Attorney General.

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Interviews of officers. During the Attorney General's investigation, no member or representative of an involved law enforcement officer's agency may be present during interviews of the officer, unless previously authorized by the Attorney General's Director of Investigations or the Director's designee. No agent of an involved law enforcement officer's agency may issue any order or instruction of any type concerning whether the officer should or should not speak with a detective from the Office of the Attorney General.[16]

Public Statements. No media statements or other public comments regarding a determination of an involved officer's legal justification or criminal culpability may be made or given except by the Office of the Attorney General. Other public comments, particularly as they relate to the facts of a particular event, may not be made or given without prior authorization and coordination with the Office of the Attorney General. Release of the name of an involved officer will be postponed until the officer and the head of the officer's employing agency are notified that the information will be released.[17] The name of a decedent or injured person will be released after the family or next of kin is notified.

The following guidelines relate to the investigation by the Office of the Attorney General of the use of deadly force by a law enforcement officer in the performance of that officer's duties, and govern the release of information to the media or the public during the pendency of the investigation.

Examples of information that *may* be released:

1. The fact that an incident involving the use of deadly force occurred and, pursuant to statutory requirements, is being investigated by the Office of the Attorney General.

2. The fact that the investigation is focused upon a determination of whether deadly force was in fact used and whether the use complied with the applicable provisions of law.

3. Whether person(s) were injured or killed.

4. The identity of person(s) injured or killed to include name, age, residence, occupation, and family status, but only after proper notification of family or next of kin.

5. The time and place of the incident under investigation.

6. The identity of an involved law enforcement officer, to include name, age, and agency affiliation.

7. A brief description of the circumstances of the particular incident, e.g., the nature of a call for service, an arrest, a vehicle stop, etc.

Examples of information that *may not* be released:

[16] This section is necessary to maintain the appropriate legal distinction between the Attorney General's criminal investigation and an administrative or internal affairs investigation by the employing agency.

[17] The name of the subject officer in matters involving the use of deadly force is a matter of public information. 5 M.R.S.A. § 7070-A, 30-A M.R.S.A. § 503(1-A) and § 2702(1-A).

1. The details of investigative procedures or speculation upon any matters, legal or otherwise.

2. The character or reputation of any person(s) involved in the incident.

3. The existence or contents of any statement given by any persons involved in the incident, or the failure of any persons to provide statements.

4. The identity of witnesses and any information provided by witnesses.

Dated: August 15, 2017

s/Janet T. Mills
JANET T. MILLS
Attorney General

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OFFICE OF CHIEF MEDICAL EXAMINER

Officer: _____
Agency: _____
Case #: _____
Date: _____
Rec'd from: _____

MEDICATION INVENTORY

Name of Victim:

_____

NAME OF DRUG* AND DOSAGE	DIRECTIONS FOR USAGE	DATE ISSUED	NUMBER ISSUED	NUMBER PRESENT	PHYSICIAN	PHARMACY
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

OCME Case Number: _____

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Appendix 3

CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICY FOR LAW ENFORCEMENT – UNANNOUNCED SEARCH WARRANTS

I. PURPOSE

This directive establishes policy and procedures for obtaining and executing search warrants. It is intended to facilitate a coordinated and efficient system for obtaining and executing search warrants and to ensure that all searches are conducted within legal parameters. This policy is not intended to describe or establish legal requirements concerning search warrants. Those matters should be discussed with and managed by the District Attorney.

II. POLICY

It is the policy of the Cumberland County District Attorney's Office to provide techniques to accomplish a thorough and legal search; respect the constitutional rights of the person(s) upon whom the warrant is being served; minimize the level of intrusion experienced by those who are having their premises searched; provide for the safety for all persons concerned and establish a record of the warrant execution process. This law enforcement agency prohibits the execution of an unannounced search warrant unless there is a valid exemption. The officer must abide by this policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. DEFINITIONS

Primary Investigator: The Investigator is primarily responsible for the investigation, and preparing, planning, and implementing the search warrant.

Search Site: The premises to be searched, as explicitly stated in the search warrant.

Search Personnel: Law enforcement Officers, Officers and supporting personnel taking part in the execution of a search warrant.

Evidence Collector: Member of the search team responsible for the possession, packaging, sealing, and marking of all items seized.

Tactical Coordinator: The Investigator responsible for planning and supervising tactical operations to include dynamic entry and other tasks requiring special weapons and tactically trained Officers.

Unannounced ("no-knock") Search Warrant: A warrant that authorizes the execution of the warrant without the Investigator first announcing the authority for the execution of the warrant and the purpose for which the warrant was issued. Any warrant is an unannounced warrant if it is executed without waiting for at least 20 seconds after the announcement of authority and purpose before making entry.

Protective Sweep: Quick and limited search of premises incident to an arrest or execution of a warrant to identify weapons or other dangers to Officers or others. Officers must articulate a reasonable basis for conducting a protective sweep.

IV. PROCEDURES

A. Probable cause

1. Any Investigator wishing to obtain a search warrant shall discuss, verbally or by a written report, with the Investigator's immediate supervisor the facts and information that the Investigator believes establish probable cause for such a warrant. Before applying for a search warrant, the investigator must have the authorization of an Assistant District Attorney to file a warrant.

B. Obtaining the warrant

1. It shall be the responsibility of the primary Investigator to obtain the search warrant from a magistrate authorized to issue a warrant.

C. Unannounced (No-Knock Warrants)

1. The prohibition against the execution of an unannounced search warrant does not apply if:
    a. The warrant clearly states that providing notice or purpose prior to the execution of the warrant would create an imminent risk of death or bodily harm to a law enforcement officer or Investigator, an individual in the location named in the warrant, or an individual in the surrounding area(s) of the location named in the warrant.
    b. A recognized exception to the requirement for a search warrant exists, including, but not limited to, exigent circumstances.
2. The existence of an imminent risk of death or bodily harm under the exception to the prohibition against an unannounced search warrant must be reviewed and verified by the warrant's issuing magistrate.
3. A law enforcement officer or Investigator certified under 25 MRS § 2804-C shall be responsible for the direction, oversight, and control of the execution of an unannounced search warrant.
4. Body Worn Cameras, if provided, are not mandated to record the execution of an unannounced search warrant; however, their use is highly recommended.

D. Execution of Search Warrants

1. The primary Investigator shall advise and receive approval from the Investigator's supervisor before serving the warrant.
2. Selection of Officers to execute the warrant shall be based on the Officers' prior training and experience in conducting warrant executions consistent with the demands of the warrant execution in question.
3. The primary Investigator shall ensure the complete preparation for executing the warrant in accordance with its nature and complexity and in consultation with the District Attorney's Office if necessary. These tasks include but are not limited to the following:
    a. Gather intelligence on the target site to include the structure, immediate area surrounding the structure, and surrounding neighborhood. ***Verify target site address with location to be searched as listed in the search warrant.***
    b. Assess the capabilities and backgrounds of suspects to include criminal records, history of weapons usage, and potential for violence.
    c. Determine the best time for warrant execution. The warrant shall be executed as soon as practicable.
    d. Ensure the search warrant is thoroughly reviewed for accuracy, legal integrity, and completeness. This should be done by the District Attorney's Office.
4. The case agent and tactical coordinator, where required, must work cooperatively to ensure proper preparation, planning, and execution of the warrant. They shall detail procedures for executing the warrant to all team members in a warrant execution briefing. The briefing shall be conducted by both the case agent and tactical coordinator and will include but not necessarily be limited to the following:
    a. The specific items are subject to the search as defined in the warrant and any available information on their location.
    b. Information concerning the structure to be searched and surroundings, to include floor plans where available, mockups, photos, and diagrams of the location-identifying entrances, exits, obstructions, fortifications, garages, outlying buildings, suspect vehicles, and all other points of concern.

c. Suspects and other occupants who may be present at the location, incorporating photos whenever possible with an emphasis on suspect threat potential, as well as the presence of children, the elderly, or others who may not be involved with suspects.

d. A complete review of the tactical plan to include the staging area, route of approach; individual assignments for entry, search, management of evidence, custody, and handling of seized vehicles, custody of prisoners, and post-execution duties such as securing the location and conducting surveillance on the site for additional suspects.

e. Personnel, resources, or armament necessary for gaining entry, safety and security of Officers and other personnel, and for conducting the search.

f. If a joint agency task force operation, all Officers participating in the warrant execution shall be present and identified as members of the warrant execution team.

g. Contingency plans for encountering hazardous materials, canines, booby traps, fortifications, or related hazards; measures to take in case of injury or accident, to include the nearest location of trauma or emergency care facilities.

h. Procedures for exiting the location under emergency conditions.

5. The entry team shall include uniformed officers who shall be conspicuously present when the warrant is executed. All non-uniformed officers shall be clearly identified as law enforcement by a distinctive jacket or some other conspicuous indicator of office.

   a. Body Worn Cameras – should they be procured in the future – shall be worn in accordance with this agency's body-worn camera policy.

E. Entry Procedures

1. If an advance surveillance team is at the search site, radio contact shall be made to ensure that the warrant can be executed according to plan.
2. The search personnel shall position themselves in accordance with the execution plan.
3. When an imminent risk of death or bodily harm exists, only officers trained in the use of stun grenades, stun, distraction or other similar devices may use such a device during the execution of a search warrant.
4. Notification

   a. A clearly identifiable police officer or Investigator shall knock and notify persons inside the search site, in a voice loud enough to be heard inside the premises, that they are the police or Sheriff's Office and has a warrant to search the premises and that they demand entry to the premises at once.

   b. Following the knock and announcement, officers shall delay entry for a minimum of 20 seconds to provide a reasonable opportunity for an occupant to respond. If there is no response by an occupant after 20 seconds, the entry team shall make entry.

   c. The supervisory Investigator shall ensure that a protective sweep of the site is performed immediately.

   d. Upon entry, the occupant shall be given a copy of the search warrant.

F. Search Procedures

1. After the site has been secured, a photographic and/or videotape record of the premises shall be made prior to conducting the search. Search personnel shall then follow the plan that details the whereabouts of the items to be seized and the order of operation for conducting the search.

2. Places that may reasonably be expected to contain the items specified in the warrant may be searched, and other items in plain view that are immediately recognized as evidence may be seized.
3. An Evidence Collector designated in the plan shall be responsible for coordinating the collection, preservation, and documenting all items seized until possession is transferred to the evidence custodian, laboratory, or other authority.
4. Officers must exercise reasonable care in executing the warrant to minimize damage to property.
5. If damage occurs during an entry to premises that will be left vacant, and the damage may leave the premises vulnerable to security problems, arrangements shall be made to guard the premises until the premises can be properly secured.
6. If damage occurs, justification for actions that caused the damage and a detailed description of the nature and extent of the damage shall be documented. Photographs of the damage should be taken where possible.
7. If items are taken from the search site, an itemized inventory shall be provided to the resident/occupant, or in the absence of the same, left in a conspicuous location at the site.
8. In a timely manner upon conclusion of the warrant execution, the case agent and tactical coordinator shall conduct a debriefing of all participating Officers.
9. The case agent shall thereafter prepare and submit an after-action report on the warrant execution, results of actions taken, and recommendations for further investigative actions.

G. Return of Warrant

1. After execution of the search warrant, the original warrant and affidavit shall be delivered to the Clerk of Courts. Those documents, including an inventory list, if any, shall be properly filled out. These documents are returnable to the court immediately following execution whether items were seized in the search. Search warrants must be executed and returned within fourteen (14) calendar days of issuance.

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICE FOR LAW ENFORCEMENT OFFICERS

PROTECTION OF ATTORNEY-CLIENT PRIVILEGE

I. This policy is to prioritize and maintain the confidentiality of attorney-client communications anywhere that officers from this agency may be present and interacting with suspects or individuals charged with a crime.

II. Officers must abide by this policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. The following procedures apply for confidential in-person attorney-client meetings, which may include the District Attorney offices, a jail or prison, or a courthouse:
   a. Officers will take reasonable steps to verify the identity and professional standing of an individual identifying themselves as an attorney prior to permitting an in-person attorney-client meeting.
   b. If an in-person meeting is permitted, law enforcement officers must provide a private and secure meeting area.
   c. Audio and video surveillance are strictly prohibited during these meetings.
   d. Officers shall not be present during attorney-client discussions unless explicitly requested by the attorney or client for safety reasons.

IV. The following procedures apply during confidential attorney-client telephone communications:
   a. Calls between attorneys and their clients shall not be monitored, recorded, or intercepted. Phone logs may be maintained for security reasons, but no content from attorney-client conversations may be accessed. If phone systems require prior approval for calls, attorney numbers should be pre-approved for direct access.
   b. If an agency or officer is inadvertently allowed access to a confidential attorney-client communication (such as if an attorney calls from a number that is not administratively flagged in the system), the officer **must**, without informing the prosecutor of the contents of the communication, make the communication known to the prosecutor's office handling the case.

V. The following procedures apply to confidential attorney-client correspondence:
   a. Mail or documents labeled "Legal Mail" must be delivered unopened unless a security inspection is necessary.
   b. If an inspection is required, it must be conducted in the presence of the recipient without reading the contents.
   c. Any electronic communication between attorneys and clients shall be secure and free from monitoring.

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VI. The following procedures apply regarding digital and electronic monitoring devices:
   a. Officers wearing body-worn cameras or using audio recording devices must deactivate them during privileged attorney-client interactions.
   b. Interrogation rooms equipped with recording devices must have a privileged communication exception, ensuring legal discussions remain private.

VII. The following procedures apply during search and seizures:
   a. Legal documents, case notes, or electronic records in an attorney's possession may not be searched, read, or seized without a valid court order specifically authorizing such action.
   b. If legal documents, case notes, or electronic records in an attorney's possession are seized under exceptional circumstances, an independent review must be conducted to determine privilege before there is law enforcement access.

VIII. If there is a violation of these procedures and policy, the officer must report the action immediately to the District Attorney or designee and must complete the Attorney General's Office 'Privileged Communication Record' as appropriate.

IX. In cases where a credible security threat exists, the officer may temporarily delay privileged communication but must seek immediate supervisory approval and provide documentation for this request. Any delay in the communication must be as minimal as possible.

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICY FOR LAW ENFORCEMENT OFFICERS – EXPECTATIONS OF TRUTHFULNESS AND DISCLOSURE OF INFORMATION

I. PURPOSE:

To establish rules and regulations consistent with the agency's high expectations of professional conduct and behavior by its law enforcement employees with the intention of enhancing the public's trust and confidence in the agency's ability and integrity.

II. POLICY:

It is the policy of the Cumberland County District Attorney's Office to maintain standards of professional conduct that are consistent with the proper functioning of a professional law enforcement organization. Officers must abide by this policy as it applies to all standards of the Maine Criminal Justice Academy Board of Trustees.

III. RULES / STANDARDS OF CONDUCT:

A. Truthfulness:

1. Officers are expected to be truthful at all times when they are acting in an official capacity and/or undertaking official duties.

2. Misrepresentation or untruthfulness includes speech and conduct, as well as falsifying written or oral communication in official reports, records, or interactions with anyone or any other agency or organization. This is in recognition that these outside individuals and groups may rely on the veracity of this information as it is coming from a law enforcement officer.

3. Misrepresentation and untruthfulness also includes inaction when there is a false statement made and the officer does not any action to correct the statement.

4. Misrepresentation and/or untruthfulness policies noted here do not apply to the use of misleading information during interviews, interrogations, or special investigations in order to elicit information while conducting official investigations and while following all other provisions and limits of state, federal, constitutional, and case law.

5. This policy prohibits disclosure, without proper authorization, of information that is considered to be confidential under law, agency policy, or Maine Criminal Justice Academy policy. This includes during multi-disciplinary team meetings and other community or public interactions.

6. Officers must assist the prosecuting attorney with their compliance to constitutional obligations set out under Brady v. Maryland 373 U.S. 83 (1063) and Giglio v. United States, 405 S. 150 (1972). This includes being responsive to the prosecuting attorney by email or phone, and also providing any documentation that is requested and/or held or known to be in existence in a timely way. Guidance shall come from the District Attorney's Office, the Maine Attorney General, and county legal counsel as appropriate.

7. Any violation of these policies will cause a report to the Maine Criminal Justice Academy regarding the officer's conduct and may result in action by the Maine Criminal Justice Academy Board of Trustees.

8. On a yearly basis and upon request, an officer will provide to the District Attorney's office any information related to misconduct either present or past.

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICY FOR LAW ENFORCEMENT OFFICERS

INVESTIGATION OF SEX TRAFFICKING OR COMMERCIAL SEXUAL EXPLOITATION

I. Definitions:
   a. Sex Trafficking: Knowingly promoting prostitution (https://www.mainelegislature.org/legis/statutes/17-a/title17-Asec853.html)
   b. Commercial Sexual Exploitation: the abuse of a position of vulnerability, differential power, or trust to profit monetarily or socially from the commercial sex of another.

II. Officers should be trained on, and aware of, markers of this type of activity. These can include:
   a. People who participate in trading or selling sex but feel scared or unable to leave.
   b. Disclosures about pressure to engage in selling sex.
   c. People who live where they work, or have guards or companions when they leave home or work.
   d. Children who live with a family member who is abusive or controlling.
   e. Sex workers who indicate they have some type of 'manager.'
   f. The person works in a high-risk industry such as a strip club or massage business.
   g. A person has a partner, parent, or "sponsor" who does not allow contact outside their presence. (Polarisproject.org)

III. Investigations should include members of the Human Trafficking Team, as well as relevant state and federal investigators.

IV. Safety-planning and connection with knowledgeable advocates and social workers should be at the forefront in working with victims during the initial investigative stages.

V. Officers must abide by this policy at it applies to all standards of the Maine Criminal Justice Academy Board of Trustees. Action may be taken if this policy is violated.

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CUMBERLAND COUNTY DISTRICT ATTORNEY'S OFFICE POLICY FOR LAW ENFORCEMENT OFFICERS FREEDOM OF ACCESS REQUESTS

I. POLICY

The policy of the Cumberland County District Attorney's Office is to ensure that any person requesting access to any public record in this agency's custody will be provided with the record within a reasonable period and to ensure that documents or records that are confidential by law will remain protected and not publicly disseminated. This policy is already in place for the District Attorney's Office.

II. PURPOSE

This policy establishes guidelines for responding to requests for documents or records under the Freedom of Access Act (FOAA).

III. PROCEDURES

A. Unless specifically authorized by this policy, a request for access to, or release of, any records of this agency must be referred to the District Attorney.
B. The District Attorney is responsible for ensuring that each public record request is acknowledged within five (5) working days of the receipt of the request and that a good faith estimate of when the response will be complete is provided.
C. A person has the right to access or be provided with a copy of any public record in the custody of this agency during the regular business hours of the agency and within a reasonable period after requesting access. They do not need to provide their identity or a reason for the request.
D. A written or verbal request made by a person to access an agency record is presumed to be a request made under the Freedom of Access Act, regardless of whether the person expressly cites that law in making the request.
E. Only records existing and in the custody of this agency, as of the date a request is received, are subject to consideration in response to such a request. This agency does not maintain "standing" or "rolling" requests that would require consideration of the production of records on a continuing basis after the date of a given request. However, this does not preclude any person from making additional requests at a later time, including a previous request that was denied in whole or in part at the time of the original request.
F. It is permissible to release information as follows:

DRAFT

a. To another criminal justice agency for a purpose related directly to administration of criminal justice or related employment.
b. Mandated reporting as required by statute, for minors and for incapacitated individuals.
c. Investigative reports may be released to the Secretary of State for use in determining and issuing a driver's license suspension.
d. A sexual assault counselor or a domestic violence victim's advocate. Investigative reports may be released to a sexual assault counselor or a domestic violence victim's advocate.

G. A person requesting access to criminal history record information should be referred to the State Bureau of Identification to ensure that only updated information is disseminated, or the person may request a copy of such information via the Internet at the following website: https://apps1.web.maine.gov/online/pcr/

H. E-9-1-1 system records. A person requesting access to E-9-1-1 system records or information, including 9-1-1 recordings or transcripts, should be referred to the supervisor of the agency's communications center.

I. Personal communication systems or devices. The purpose and intent of the Freedom of Access Act, i.e., to permit public access to public records, may not be circumvented through employee use of personal communications systems or devices, e.g., personal email accounts or personal cell phones, to conduct official business.

J. All business and official communication should be done on an office phone, office email, and other official channels. Personal devices should not be used for any communication related to investigations.

DRAFT

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-023 **Agenda Date:** 4/21/2026 **Agenda #:**

Agenda Item Request

Approval of the Community Development 2026 Annual Action Plan including the allocation of CDBG and HOME partnership funds and contingency plans. Two public hearings required, final hearing on April 21, 2026.

Background and Purpose of Request

Two public hearings are held concerning the Annual Action Plan. The 1st hearing was conducted during the March 16th Commissioner's meeting with the 2nd held at the April 21st meeting. The Community Development Annual Action Plan describes the 2026 annual allocation of funds for CDBG projects and activities in Cumberland County and the intended use of the HOME partnership funds.
Final vote by the Commissioners endorsing this plan is April 21st, 2026 Commissioners meeting. The 2026 Annual Action Plan will be submitted to HUD no later than 60 days after HUD releases the 2026 formula allocations.

Requestor

Courtney Kemp, Community Development Manager

Presentation

Yes, public hearing

Funding Amount and Source

100% of the funds for the CDBG and HOME programs come directly from HUD. The Community Development programs should have no fiscal impact on the County's general budget. The 2026 CDBG allocation is 1,471,982. The County's portion of the HOME allocation is $303,598.78 plus an additional $135,763 in program income and recapture.

Effective Date if Applicable

May 15, 2026

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Courtney Kemp, Community Development Manager
DATE:	4/9/2026
SUBJECT:	2026 Community Development Annual Action Plan

Requested Action:

Approval of the Community Development 2026 Annual Action Plan including the allocation of CDBG and HOME partnership funds and contingency plans.

Background & Purpose of Request:

Two public hearings are held concerning the Annual Action Plan. The 1st hearing was conducted during the March 16th Commissioner's meeting with the 2nd held at the April 21st meeting. The Community Development Annual Action Plan describes the 2026 annual allocation of funds for CDBG projects and activities in Cumberland County and the intended use of the HOME partnership funds.

Final vote by the Commissioners endorsing this plan is April 21st, 2026 Commissioners meeting. The 2026 Annual Action Plan will be submitted to HUD no later than 60 days after HUD releases the 2026 formula allocations.

Funding Amount and Source:

100% of the funds for the CDBG and HOME programs come directly from HUD. The Community Development programs should have no fiscal impact on the County's general budget. The 2026 CDBG allocation is 1,471,982. The County's portion of the HOME allocation is $303,598.78 plus an additional $135,763 in program income and recapture.

Effective Date:

May 15, 2026

Attachments:

(1) Summary of 2026 Annual Action Plan with 2026 CDBG and HOME Budget, (2) Summary of CDBG and HOME projects recommended for funding in PY26.

Maine Cumberland County

CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Courtney Kemp, Community Development Manager

Date: March 9, 2026

Subject: 2026 Annual Action Plan Including the CDBG & HOME Funding Budgets

Two public hearings will be held on the use of Community Development Block Grant (CDBG) funds for 2026: March 16th and April 21st. A final vote by the Commissioners endorsing the 2026 Annual Action Plan is scheduled for the April 21st meeting. The Annual Action Plan will be submitted to HUD on/before May 15th or 60 days after the County receives our 2026 formula allocation from HUD.

The purpose of this report in is to:

1. Identify expected CDBG and HOME grant funds for 2026
2. Review the application process for selecting CDBG projects
3. Familiarize you with the projects and programs recommended for funding

Available Grant Funds for 2026

HUD has not released the 2026 Formula Allocations for CPD Programs, including CDBG and HOME. This has happened in past years as well. Per guidance from HUD, we are moving forward using our expected allocation of level funding with a contingency plan for more or less funding than expected.

CDBG Allocation: ***Cumberland County is expected to receive $1,483,000***

The total allocation is divided into four components:

1.	Total Administrative Costs:	**$ 292,000**
	County Administration	$ 195,000
	South Portland Administration	$ 62,000
	Bridgton Administration	$ 35,000
2.	County Community & Regional Grants:	**$ 695,000**
3.	Town of Bridgton Activities:	**$ 147,000**
4.	City of South Portland Activities:	**$ 349,000**

I. Accepting and Selecting Applications

The process for selecting the "County" (not South Portland or Bridgton) applications for 2026:

- Applications distributed November 12, 2025
- Application workshop November 20, 2025

- Pre-applications submitted by December 11, 2025
- Final applications submitted January 14, 2026

Following submission, applications were distributed to the Application Review Team. Team members were: Monique Cornett (Westbrook); Kathy Tombarelli (Naples); Tori Hill (Yarmouth); Ashley Millett (Bridgton); Sarah Rodriguez (New Gloucester) and Zach Mosher (Standish); Margaret McIntire (Harpswell); Brett Richardson (Freeport)

Team members reviewed the applications and assigned scores based upon established criteria. Applicants met with the review team on March 4th to briefly present their projects and answer questions.

CDBG Program Applications
Project description – 10 points
Project management – 10 points
Implementation schedule – 5 points
Readiness to proceed – 20 points
Need for the project – 20 points
Need for CDBG funds – 15 points
Budget – 5 points
Distress score – 0-10 points
Multi-jurisdictional bonus – 5 points

Raw scores were totaled and converted to group ordinal rankings. The results of the collective rank order of applications became the basis for the allocation of funds.

II. Projects, Programs & Activities Recommended for Funding

The Municipal Oversight Committee (MOC) recommends 8 grants for funding to the County Commissioners. Of these, three are region-wide activities and five are community-based projects.

Regional vs. community projects:

Regional projects:	$ 212,500
Community projects:	$ 482,500

Funding by project type:

Public Services	$ 130,000
Public Facilities & Infrastructure	$ 565,500
Housing	$ 185,000
County Administration	$ 195000

Maine Cumberland County

Project & Funding Recommendations

Public Services

County-wide Through These Doors- DV Outreach Advocacy Services	$ 27,500
Naples/Sebago/Bridgton – Crosswalk Community Outreach – Close Closet, Self-Choice Food Basket, Resource Navigation	$ 27,500
Westbrook/Freeport -Furniture Friends – Furniture Bank	$ 75,000

Housing

County-Wide Habitat for Humanity- Home Repair Program	$ 100,000
County-Wide Alpha One – Critical Access Ramp Program	$ 85,000

Public Facilities & Infrastructure

Westbrook – Riverwalk Safety Lighting	$ 195,000
Gorham – Food Pantry Upgrades	$ 48,000
Gorham – Little Falls Community Center ADA and Safety Upgrades	$137,000

Bridgton & South Portland Programs

The program and activities conducted in the two set-aside communities of Bridgton and South Portland are integral components of the Cumberland County Community Development program. While not participants in the County application competition, their projects, activities, funds, planning, administration and regulatory compliance are integrated with the County's program.

Town of Bridgton:

2026 Set-Aside Allocation **$ 182,000**

The Bridgton Board of Selectman held a public hearing on March 11th on the following funding recommendations from Bridgton's Community Development Advisory Committee. Once all public comment was received, the Bridgton Board of Selectmen approved the budget and contingency plan as recommended.

Public Facilities/Infrastructure	**$ 120,000**
Knotweed Park	$ 27,500
Bridgton Community Center Kitchen Rehab	$ 92,500

Public Services	**$ 27,000**
Community Center Navigator Program	$ 8,800
Bridgton Food Pantry	$ 9,400
SBES Backpack Program	$ 8,800
Admin and Planning	**$ 35,000**
Program Administration	$ 35,000

City of South Portland:

2026 Set-Aside Allocation **$ 411,000**

The City of South Portland continues to operate their CDBG program much as they did prior to relinquishing HUD Entitlement status in 2007. Coordination between South Portland and the County, particularly on administrative matters occurs on a regular and on-going basis. Sara Fleurant serves as the Community Development Coordinator in both Cumberland County and South Portland. South Portland finalized its selection of CDBG funded programs, projects and activities at their City Council meeting on March 4, 2025

Public Facilities/Infrastructure	**$ 288,000**
Broadway Pedestrian and Safety Improvements	$ 288,000
Public Services	**$61,000**
TTD- Domestic Violence Outreach Support Services	$ 15,000
GPFP- Housing Stabilization Program	$ 25,000
SMAA – Meals on Wheels	$ 21,000
Admin and Planning	**$ 62,000**
Program Administration	$ 62,000

HOME Program Consortium

All the communities of Cumberland County including Portland, Brunswick and the 25 members of our Community Development program have formed the City of Portland/Cumberland County

HOME Consortium. Portland serves as the lead entity for the Consortium. All administrative and program delivery services are conducted by the City

Unlike CDBG, HOME funds can only be used for four types housing activities: housing rehabilitation, home ownership assistance, tenant based rental assistance and new construction of rental or ownership housing. Cumberland County uses 100% of our portion of the allocation for affordable housing development, our funds are used as leverage when affordable housing developers seek LIHTC and other funding sources. This year the County has $123,766 in program income to add to the 2025 formula allocation of HOME funds.

HOME Funding Recommendations

South Portland Housing Authority – Hazard Towers Rehab	$391,827

2026 HOME funds	**$ 309,853**
Program Income/Recapture	$ 135,763
Unexpended Prior Year Balance*	$ 796,646
Total Available in 2026:	**$ 1,242,262**

Unexpended Balance $1,188,473 - $391,827(SPHA) = $796,646

Summary of 2026 CDBG Applications

Public Infrastructure/Facilities

Westbrook — **Riverwalk South Pedestrian Security Lighting Enhancement** — **$200,000.00**

The City of Westbook is seeking CDBG funds to enhance lighting and safety along the city maintained pedestrian pathway which connects the public to downtown businesses, public agencies and services, open spaces and recreational amenties. The majority of this 3/4 mile pedestrian pathway is not directly illuminated and/or relies on stray light escaping from side streets after dark. As more and more people rely on pedestrian pathways to circumnavigate downtown Westbrook, security lighting has become a priority.

Gorham Food Pantry — **Walk-In Fridge and Freezer Upgrades** — **$48,000.00**

The Gorham Food Pantry is looking to purchase a walk-in refrigerator and freezer that would be utilized by all who volunteer at the pantry, collect inventroy, stock, organize and those who put the food out to the townspeople in need. This project would require groundwork and a concrete slab in order for the new equipment to be installed.

Gorham — **Little Falls Community Center ADA Improvements** — **$150,000.00**

The Town of Gorham is seeking funding to complete a series of ADA accessibility and safety upgrades at the Little Falls Activity Center located in the Little Falls Neighborhood. The project will remove longstanding physical barriers and improve safe access for residents of all ages and abilities. The project would include ADA-compliant walkways and ramps, mill and repave the parking lot, correcting grades and improving routes of travel to meet ADA slope standards, create ADA-compliant parking and upgrade exterior lighting to LED dark-sky compliant features.

Harrison — **Sports Complex Playground** — **$119,194.61**

Harrison is working towards replacing the playground equipment at the RADR sports complex that would allow them to keep the playground operational. It is currently in disrepair and at risk of being taken down. Throughout the year there are hundreds of children that use the playground.

Cumberland County — **Alpha One Critical Ramp Access** — **$85,000.00**

The Critical Access Ramp Program is a fast reliable means of providing a durable, quality remp that meets ADA standards as well as other local, state, and national requirements and recommendations. Alpha One has been Maine's Center for Independent Living Center (CIL) for people with disabilities for the past 40 years. We have been administering the Critical Access Ramp Program in Cumberland County and throughout Maine since it's inception 19 years ago. Within the Critical Access Ramp Program, we will be able to order the aluminum modular ramp components for approximately 11 to 12 ramps for Cumberland County household residents who cannot use stairs.

Cumberland County — **Habitat for Humanity of Greater Portland** — **$165,000.00**

This project is the continuation of Habitat for Humanity of Greater Portland's existing Critical Home Repair (CHR) program which has received CDBG funding since 2020. Offered throughout Cumberland County (except Brunswick/Harpswell), Habitat partners with homeowners earning less than 80% of area median income (AMI) to make needed health and safety repairs to their homes at an affordable cost. Examples include roof replacement or repair, accessibility modifications (handrails, ramps, widened doorways, etc.), structural repairs, and repairs to unsafe mechanical systems.

Qualified applicants must have an income of 80% or less of AMI, have lived in their home for at least three years, and be current on their mortgage. In addition, the property and building must be assessed at less than $350,000. Data shows that our actual repair clients have an average AMI of 31.5% with 51% being over the age of 65.

Public Services

Furniture Friends — **Infrastructure Expansion and Operating Costs** — **$75,000.00**

Furniture Friends project will implement critical warehouse infrastructure to modernize Southern Maine's only furniture bank. The funding would be fore upgrading our 7,700 square-foot facility in Westbrook with industrial warehouse racking that would allow the furniture inventory capacity increase by 40%, effectively expanding the usable footbprint to the equivelent of 10,000 square-feet. The funding would also support staff expanded personnel lavor required to manage the increased volume.

Gray/New Gloucester — **Recreation Scholarships** — **$20,000.00**

GNG Recreation is seeking funding to provide financial assistance to families who meet the criteria for low/mod income based. There are residents in both towns that struffle to afford the core services such as Summer Camo and Before/After School Care. This funding would help GNG Rec advertise that scholarships are avalibale and help more families acces services.

Cumberland — **Through These Doors - DV Outreach Advocacy Services** — **$32,685.00**

Through These Doors (TTD), Cumberland County's only domestic violence resource center, is requesting funding for the Domestic Violence Outreach Advocacy Services program. The funds would support a .5FTE advocate position to provide advocacy and support services to individuals and their families who are experiencing domestic violence, dating violence, sex trafficking, and/or stalking within their intimate partner relationships. This program would extend support services to all communities in Cumberland County (except for Bridgton, Brunswick, Portland, and South Portland).

Through These Doors would offer free and confidential advocacy and support services such as access to support groups (online and in-person), 24-hr helpline, residential services, assistance navigating the civil and criminal justice system including helping filing protection from abuse orders, safety planning, and warm referrals to other community resources. An additional priority would be to assist survivors and their children stay safely housed by working with other community resources, housing assistance programs, and other grant/foundation resources. All these services provided by advocates would help individuals build the supportive resources needed in creating a safe, suitable livable environment.

County Wide | TOA- Homeless Prevention | $75,000.00

Cumberland County Homeless Prevention Program (CCHPP) operates as a prevention program addressing the urgent needs of the growing homeless population by providing comprehensive and adaptive supports to those at risk of housing instability or homelessness. CCHPP assists families in finding, securing and/or maintaining housing by providing connections with other resources in the community. CCHPP works collaboratively in a proactive approach supporting families by reducing barriers that impact their ability to maintain stable housing.

The program goals are accomplished through several strategies; (1) access to client funds addressing an immediate crisis putting clients at risk for homelessness; (2) short-term housing case management services coordinating necessary resources, supports and networks required to obtain permanent housing; and (3) financial counseling and educational supports which provide the necessary tools and skills needed to promote ongoing economic self-sufficiency.

Westbrook | Intercultural Community Center - Family CARES Plus | $60,000.00

Westbrook ICC needs funding for the "Language Support and Beyond" project that will provide essential education, safety, and basic-needs support for low/mod adults in Westbrook. The project directly address foundational barriers to stability by offering three core measurable services which is Enhanced English Language Learning, Essential Skills Workshops and Essential Water Safety Initiative.

Cumberland County | Project HOME - Housing Stabilization | $50,000.00

Project HOME is seeking funding to partial fund staff for their program. Project HOME is an integrated housing and stability model that helps low and extremely low-income adults and children experiencing homelessness or at risk of homelessness secure stable and affordable housing within 30-60 days and move from crisis to self-sufficienct within two years.

Naple Bridgton Sebago | Crosswalk Community Outreach Center - Lease and Program Expenses | $30,000.00

CCO in naples offers a self-choice Food Basket program, emegrency food boxes, hot meals, Community Clothing Closet, and resource navigation services to food-insecure residents in Naples, Casco, Bridgton, Sebago and Harrison. CDBG funds would support the lease of the new larger building space and operational expenses.

Raymond | **Recreation Scholarships** | $19,168.00

Raymond Parks and R ec is requesting CDBG funding to support a scholarship assistance program that will assist low- and moderate income families in Raymond with access to affordable, high quality chidlcare and youth enrichment opportunities. Financial barriers currenty prevent some families from participating in these programs, despite the avalability of established and well-run childcare options within the community.

$1,129,047.61

Hazard Tower
Narrative Description of the Project

Overview

The South Portland Housing Development Corporation (SPHDC), the development arm of the South Portland Housing Authority (SPHA), is seeking Cumberland County HOME Consortium funds to enable the rehabilitation of Hazard Tower, an existing income-restricted residential building located at 425 Broadway in South Portland. The 100-unit property was originally built in 1972 and requires significant modernization to continue serving the community's affordable housing needs for decades to come.

The SPHA's portfolio is a combination of Public Housing created through U.S. Department of Housing and Urban Development programs, and Low-Income Housing Tax Credit (LIHTC) apartments funded through the IRS. SPHA currently manages roughly 850 housing units, with one 43-unit project currently under construction, and another 38-unit that we anticipate will break ground in the next year.

91 apartments in Hazard Tower will remain subsidized and restricted to those making 80% of Area Median Income (AMI) or less with the support of an existing HAP Contract. The existing building currently contains 65 studio apartments, 29 one-bedroom apartments, and 6 two-bedroom apartments. As part of the rehabilitation scope, a community room will be converted into three additional units, consisting of one studio, one one-bedroom, and one two-bedroom apartment, bringing the total to 66 studios, 30 one-bedroom units, and 7 two-bedroom units. The building will retain a community room on the first floor for residents.

Additional scope includes, but is not limited to, converting from natural gas to heat pump heating and cooling, replacing elevators, windows, and fire alarm systems, as well as landscaping, improving insulation, siding, and the roof.

Project Benefits

As of November of 2025, there were 750 individuals and families on the waiting list for SPHA units. There is a huge demand for affordable units in South Portland and the Greater Portland/Cumberland County region as a whole. As housing prices continue to soar, the need to preserve and improve existing affordable housing is greater now than ever before. This rehabilitation project will ensure that 100 critically important affordable units remain safe, comfortable, and available for the community for generations to come.

The existing Hazard Tower is of a similar size and style as the nearby Betsy Ross House & Mill Cove Apartments and maintains a residential density appropriate for the neighborhood. The property is located just off Broadway, one of the City's major transportation arteries, and is well served by public transportation and the City's Greenbelt Trail (which abuts the site). It sits in the Mill Cove neighborhood, one of South Portland's more densely populated areas. The comprehensive rehabilitation of these 100 affordable housing units will continue to be managed by SPHA's experienced and professional staff.

The residents of Hazard Tower benefit greatly from its excellent location. The Broadway corridor provides easy access to the retail and employment centers in downtown Portland, Mill Creek, Knightville, and the Maine Mall area. Access to these centers is possible via South Portland's fixed route bus system (which has a stop in front of the property), the Greenbelt trail system (which runs along the property), or a private vehicle.

Hazard Tower has fostered a close-knit sense of community over its 50+ years of operation, both amongst residents and the neighboring community at large. Neighborhood groups have utilized the building's common spaces, and many current residents have deep ties to the surrounding Ferry Village and Mill Cove neighborhoods. A full schedule of activities and social events are available within the building and shared with residents. The rehabilitation project will enhance these interior and exterior community spaces and ensure they remain vibrant gathering places for years to come.

The rehabilitation project will also maintain revenue for the City of South Portland by preserving and improving this valuable housing asset. Hazard Tower has no impact on local school capacity and less impact on local infrastructure, roads, and traffic counts than a similar market-rate development would.

Summary

As described above, the Hazard Tower rehabilitation project can be viewed as a housing preservation, economic development, and community improvement initiative. This project seeks to modernize and preserve 100 existing affordable housing units in a dense, urban area where such housing is desperately needed. Current and future residents will benefit from improved, quality, stable and safe housing in an area that is highly accessible and walkable and near to many of the amenities and attractions that South Portland has to offer. The City of South Portland will benefit from the continued revenue and the preservation of a key community asset. And the Greater Portland region and Cumberland County will benefit by retaining and improving 100 affordable housing units within its extremely limited supply.

Program Year 2026 CDBG Annual Action Plan Summary

Grantee	Activity	Request	Recommendations	Final Allocation
Public Infrastructure & Facilities			**$ 718,000.00**	**$ 798,082.00**
Westbrook	Riverwalk Safety Lighting	$ 200,000.00	**$ 195,000.00**	**$ 195,000.00**
Gorham	Food Pantry Upgrades	$ 48,000.00	**$ 48,000.00**	**$ 48,000.00**
Gorham	Little Falls Community Center ADA	$ 150,000.00	**$ 67,000.00**	**$ 147,082.00**
City of South Portland	Broadway Corridor Pedestrian Safety	$ 353,000.00	**$ 288,000.00**	**$ 288,000.00**
Bridgton	Community Center Kitchen	$ 92,500.00	**$ 92,500.00**	**$ 92,500.00**
Bridgton	Knotweed Park	$ 27,500.00	**$ 27,500.00**	**$ 27,500.00**
Housing			**$ 185,000.00**	**$ 185,000.00**
Cumberland County	Habitat for Humanity - Critical Home Repair	$ 165,000.00	**$ 100,000.00**	**$ 100,000.00**
Cumberland County	Alpha One Critical Access Ramp Program	$ 85,000.00	**$ 85,000.00**	**$ 85,000.00**
Public Service			**$ 218,000.00**	**$ 218,000.00**
Cumberland County	Furniture Friends	$ 75,000.00	**$ 75,000.00**	**$ 75,000.00**
Cumberland County	Crosswalk Community Outreach	$ 30,000.00	**$ 27,500.00**	**$ 27,500.00**
Cumberland County	TDD Domestic Violence Outreach Advocate Services	$ 32,685.00	**$ 27,500.00**	**$ 27,500.00**
South Portland	GPFP Homeless Prevention	$ 25,000.00	**$ 25,000.00**	**$ 25,000.00**
South Portland	TTD DV Advocacy Support Services	$ 15,000.00	**$ 15,000.00**	**$ 15,000.00**
South Portland	SMAA- Meals on Wheels	$ 22,700.00	**$ 21,000.00**	**$ 21,000.00**
Bridgton	Community Center Navigator Program	$ 8,800.00	**$ 8,800.00**	**$ 8,800.00**
Bridgton	Food Pantry	$ 9,400.00	**$ 9,400.00**	**$ 9,400.00**
Bridgton	SBES Backpack Program	$ 8,800.00	**$ 8,800.00**	**$ 8,800.00**
Program Administration			**$ 270,900.00**	**$ 270,900.00**
Bridgton	Administration	$ 35,000.00	**$ 35,000.00**	**$ 35,000.00**
South Portland	Administration	$ 62,000.00	**$ 62,000.00**	**$ 62,000.00**
County	Administration	$ 205,000.00	**$ 173,900.00**	**$ 173,900.00**
	Total Recommended for Funding:		**$ 1,471,982.00**	
	Formula Allocation:		**$ 1,471,982.00**	

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-042 **Agenda Date:** 4/21/2026 **Agenda #:**

Agenda Item Request

Award a bid to Euna Solutions Inc. for the County's budget software.

Background and Purpose of Request

In February 2026, Cumberland County Staff issued an RFP for a software to aid in the budgeting process. Historically, the County's budget has been prepared within a 60-tab Excel spreadsheet. Driven by the increasing complexities of the County budget, this move will modernize the fiscal process, minimizing manual reconciliation and publishing tasks, and establishing a scalable framework for future financial reporting. The County's primary objective is to implement a robust platform that enhances technical efficiency while maintaining the continuity of its established 16-department budgetary structure.

The selection committee evaluated the five respondents: IGM US Holdings Inc, Concourse Tech Inc, Tyler Technologies, OpenGov, and Euna Solutions Inc.

While all vendors offered viable solutions, Euna Solutions Inc was selected by the committee as the top choice for the County's new budget software, primarily due to its **long-term cost benefit** and features that align with our operational needs. Stand-out items include its **usability**, specifically the process for **adding budget columns** and its "budget **justification" lines**. Euna also provides the best "what if" **scenario** layout and a streamlined **total compensation calculation** for personnel, with seamless **integration** into the operating budget. Euna's additional module for Capital Improvement Planning allows for project tracking and forecasting in a likeable layout similar to the operating budget.

Funding Amount and Source

Implementation and First Year of Service for Operational Budget, Personnel, CIP Planning, ACFR, and Budget Book Cost: **$50,810.00**

The software service is a planned budget expense and will be funded through the Strategic Planning Reserve and Finance Department Budget.

Effective Date April 21, 2026

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-042 **Agenda Date:** 4/21/2026

Agenda Item Request

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Effective Date April 21, 2026

Budget RFP Opening 3/20/26 3pm Sebago Lake Conf				Option 1	Budget Software, Personnel				
Attendance: Alyssa Johnson, Theresa Grover, Breana Gersen, Jim Gailey				Option 2	Opt 1, Plus CIP planning				
				Option 3	Opt 2, plus ACFR & Budget Book				
Software Name	**Option #**	**Met RFP Requirements**	**Implementation & Year 1 Cost**	**Year 1**	**Year 2**	**Year 3**	**# of Licenses**	**Implentation Costs**	**Additional Notes**
IGM US Holdings INC (Gravity)	Option 1	Yes	$53,000.00	$53,000.00	$38,850.00	$40,792.00	Unlimited		*Prices reflect a 5% projected increase
IGM US Holdings INC (Gravity)	Option 2	Yes	$68,000.00	$68,000.00	$54,600.00	$57,330.00	Unlimited		*1 & 2 includes $16,00 implementation fee
IGM US Holdings INC (Gravity)	Option 3	Yes	$76,500.00	$76,500.00	$59,325.00	$62,291.00	Unlimited		3 includes $20,000 implementation fee
Concourse Tech Inc	Option 1	Yes	$26,000.00	$26,000.00	$26,000.00	$26,000.00	Unlimited	None	*2 renewal periods capped at 3% increases
Concourse Tech Inc	Option 2	Yes	$33,000.00	$33,000.00	$33,000.00	$33,000.00	Unlimited	None	
Concourse Tech Inc	Option 3	Yes	$42,000.00	$42,000.00	$42,000.00	$42,000.00	Unlimited	None	
Tyler Technologies	Option 1	No		5%	5%	5%	Unlimited	$28,220	*indicated 5% increase in all annual projected increase boxes
Tyler Technologies	Option 2	No		5%	5%	5%	Unlimited	$28,220	*Section 3 sales quote lists different financials than the RFP chart. Including $20,000+ annual fees
Tyler Technologies	Option 3	No		5%	5%	5%	Unlimited	$43,480	
OpenGov	Option 1	Yes	$70,819.90	$28,151.42	$29,559.00	$31,036.94	Unlimited	$38,200.00	* year 1 would also include a 2 month prorated software cost. 2 month cost outlined below
OpenGov	Option 2	Yes	$90,929.86	$42,227.14	$44,338.49	$46,555.42	Unlimited	$42,000.00	Option 1- $4468.48, Option 2 -$6702.72, Option 3 - $9460.69
OpenGov	Option 3	Yes	$128,663.02	$59,602.33	$62,582.45	$65,711.57	Unlimited	$59,600.00	
Euna Solutions, Inc	Option 1	Yes	$29,306.00	$20,870.00	$21,496.00	$22,141.00	Unlimited	$8,436.00	
Euna Solutions, Inc	Option 2	Yes	$39,940.00	$28,692.00	$29,553.00	$30,439.00	Unlimited	$11,248.00	
Euna Solutions, Inc	Option 3	Yes	$50,810.00	$36,660.00	$37,760.00	$38,893.00	Unlimited	$14,150.00	

EUNA Budget Pro

Euna Solutions, Inc.

Cumberland County, ME

Request For Proposals (RFP)

Budget Preparation Software

March 20, 2026

Executive Summary

Euna appreciates the opportunity to respond to Cumberland County's Request for Proposal (RFP) for Budget Preparation Software. We welcome the opportunity to leverage our extensive 27 years of experience in implementing and supporting our proposed budgeting software, Euna Budget Professional (formerly Questica Budget), at over 1,000 public sector organizations.

Euna recommends a Software-as-a-Service (SaaS) subscription of our industry leading Euna Budget Professional, OpenBook transparency, Budget Book Studio, and ACFR solutions and our professional services for implementation, integration, configuration, training, and post-implementation customer support. Euna is unique in providing a fully integrated solution offered with a consistent and well-organized user-interface that is purpose-built for streamlining and simplifying public sector budget development, maintenance, and transparency with the community.

Our proposed solution will help the County meet the needs of its increasingly complex budgeting process. Specifically, our solution:

- Offers a modular approach so capabilities such as ACFR publishing may be rolled out initially or added later
- Automatically generates in-year projections and multi-year forecasts and allows users to create an unlimited number of scenarios to better prepare for the future
- Efficiently builds a budget book and ACFR document by leveraging data and narratives directly from the budget preparation tool and using built-in check lists to meet GFOA and ADA requirements and reduce manual effort and errors
- Scales well as it is used by some of the largest local government organizations in the country such as Orange County, Florida, as well as organizations with budget sizes of less than $20 million.

In 1998, Euna implemented its first solution for public sector budgeting and forecasting, which has been continuously improved based upon the 27 years of customer budget cycle feedback we've received. We're proud to say that our very first customer is still a valued customer today.

Some key considerations that set Euna apart include the following:

- **Integration Experience**: Our customers consider integrations to be mandatory, especially automatically importing actuals from the financial system on a customer-defined schedule. Without automation, accurately analyzing the budget's health is difficult, as you risk making decisions based on old data and/or sharing out-of-date information with others, including the community. Moreover, your staff spends precious time moving data manually. Also included are on-demand exports of approved budgets to Munis. Euna has successfully integrated with Tyler Munis.
- **Security**: Euna is a SOC II Type 2 certified software vendor. We have undertaken a 3rd party audit to ensure client data is managed securely and internal controls are in place to protect the client's security. Our hosting provider, Microsoft Azure, USA, is also SOC2 compliant.
- **Full circle, end-to-end solutions**: Euna provides a single and intuitive solution with modules and capabilities to address all steps involved in the annual budgeting process from strategic planning and pre-planning to the end document. A consistent, well-tested user-interface is deployed across the solution - from building and maintaining granular Operating, Personnel, and Capital budgets, to publishing a budget book and ACFR document.

- **Flexible and Tailored**: We've seen best practices across over 1,000 public sector organizations over the past 27 years. Rather than customizing the platform for each approach, we build in incremental best practices as configurable options, leading to quicker, less costly, and more stable implementations for long-term ROI.
- **You are in control**: Euna's solutions are designed for client-side administration, with accounts, security, reports, workflow, and more, configurable by the admin user. We use a single tenant architecture for our budget development solution, so each customer has a dedicated and segregated instance of our software and may choose when to apply software updates, based on their convenience and schedule.
- **Full Service**: We manage all aspects of customer interaction, from implementation to ongoing post-implementation support, exclusively with experienced in-house Euna employees to avoid blurred areas of responsibilities that often occur when third parties are involved.

We look forward to discussing Euna's value and return on investment for Cumberland County.

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Section 1: The Original RFP Package

Section 1: The Original RFP Package, including any addenda, and completed Proposal Forms.

REQUEST FOR PROPOSALS (RFP)
FOR
BUDGET PREPARATION SOFTWARE

PROPOSALS DUE BY
3:00 PM ET, FEBRUARY 23RD, 2026

February 2nd, 2026 The County of Cumberland, Maine is requesting written proposals for budget preparation software.

The County will receive written sealed proposals for these services until 3:00 pm ET on February 23rd, 2026 at the Cumberland County Office, 27 Northport Drive, Portland Maine 04103, at which time proposals will be opened in public.

The Request for Proposal (RFP) contains the key information and requirements for respondents to address. It is the intent of the RFP process to receive proposals prepared in accordance with this RFP and consistent with the scope of services and/or specifications required.

Included in the request:

- Sec. 1 - Instructions Page 2
- Sec. 2 - RFP Schedule Page 4
- Sec. 3 - Background Page 5
- Sec. 4 - General Terms and Conditions Page 6
- Sec. 5 - Scope of Services and Special Conditions Page 10
- Sec. 6 - Proposal Format and Forms Page 12

Please refer to all portions of the RFP for additional information and instructions on submitting a proposal.

Copies of this RFP can be located on the County's website:

https://www.cumberlandcountyme.gov/departments/financetreasurer/bid_opportunities.php

or by emailing tgrover@cumberlandcounty.org. The County reserves the right to reject any and all proposals or any part of a proposal should it be in the best interest of the County to do so.

EUNA RESPONSE:

Read and understood.

Section 1 - Instructions

RESPONSE INSTRUCTIONS
Proposals must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete or comply with any portion of this request may result in rejection of a proposal. Bidders must submit their proposals in accordance with all sections of the RFP, including these instructions and Section 6 - Proposal Format and Forms.

COSTS OF RFP PREPARATION AND SUBMISSION
Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

PROPOSAL SUBMISSION
ONE (1) ORIGINAL SIGNED HARD COPY AND ONE (1) FLASH DRIVE CONTAINING AN ELECTRONIC COPY OF THE BID PROPOSAL ARE REQUIRED. The electronic copy must be a PDF and identical to the original signed copy. All copies of the bid proposal must be contained in a single SEALED envelope/package addressed and hand delivered or sent by certified mail to:

County of Cumberland
Attn: Theresa Grover, County Treasurer
27 Northport Drive
Portland ME 04103

The outside of the envelope/package must be clearly marked with the following: "Budget Preparation Software RFP," the Bidder's name, and the bid due date. If alternative proposals are offered by a Bidder, each proposal shall be submitted separately and comply with all requirements in this RFP. Bid proposals must be received by 3:00 pm ET, February 23rd, 2026. It is the sole responsibility of the Bidder to see that their completed proposal is received by the closing time. The County will in no way be responsible for delays caused by the mail carrier or any other method of delivery. Any proposal received after the closing time will be eliminated from consideration and returned to the Bidder unopened. Untimely proposals which are opened in error will not be considered.

ADDITIONAL INFORMATION
Any questions, points of clarification, or requests for additional information must be made in writing and submitted to:

County of Cumberland ATTN: Theresa Grover
27 Northport Drive, Portland ME 04103
OR tgrover@cumberlandcounty.org

Inquiries must be submitted by 3:00 pm ET, February 9th, 2026. The County will respond to inquiries in writing by February 13th, 2026 and copies will be provided to individuals that filed a timely intent to bid. If required, an addendum to this RFP will be issued.

EVALUATIONS
After the public opening of the proposals, an Evaluation Team comprised of County officials and employees will evaluate the proposals and make a recommendation to the County Commissioners. The County Commissioners are responsible for awarding any contract pursuant to this RFP. Selected Bidders may be invited to make oral presentations to the Evaluation Team and/or Commissioners during the evaluation process. The County Commissioners may award any contract based on initial

proposals received, without discussion of such proposals.

The Evaluation Team will evaluate Proposals on a variety of quantitative and qualitative criteria. Proposals will only be considered from respondents that demonstrate the ability to perform the scope of services and/or meet the specifications outlined in this RFP. The County reserves the right to investigate the financial condition, experience record, and personnel of Bidders to determine the ability of a Bidder to perform the services required.

The County reserves the right to reject any and all Bids and to accept any Bid, or portion of a Bid. Except as otherwise provided by law, the decision to award a contract pursuant to this RFP will be based on a best-value analysis and the County's purchasing policies, taking into consideration the qualities of the goods or services to be supplied, their conformity with the specifications in this RFP, the purposes for which they are required, and the best interest of the County. The lowest priced proposal may not necessarily be selected.

EUNA RESPONSE:

Read and understood.

Section 2 - RFP Schedule

RFP Publication	February 2nd, 2026
Deadline to Submit Questions to County and Deadline to File Intent to Bid Form (optional)	3:00 pm ET, February 9th, 2026
Date of Written Response to Questions	February 13th, 2026
Deadline for Receipt of Proposals/Opening Time	3:00 pm ET, March 20,2026
Presentations (if required by County)	TBD
Award of Contract - Board of Commissioners Meeting	March 16th, 2026
Begin Service/Contract Start Date	Anticipated April 1st, 2026

- Note: Dates and times of this schedule are accurate at the time of RFP release. Dates are subject to change.

EUNA RESPONSE:

Read and understood.

Section 3 - Background

Cumberland County seeks proposals for an enterprise-grade financial budgeting and planning platform that will serve as the County's core financial planning system. The County currently relies on spreadsheet-driven budgeting for County budget preparation. With the increasing complexities in the County budget, the County's objective is to acquire a platform that will ensure financial data integrity across all budget categories, reduce manual reconciliation and publishing, and create a scalable foundation for future financial reporting and disclosure.

Cumberland County's budget is developed by the County Manager, reviewed by the Finance Committee, and submitted to the County Commissioners for approval. The County operates on a July 1st to June 30th fiscal year.

Cumberland County's budget includes operational budgets for 16 County Departments, including the Cumberland County Jail (jail funds are required by law to be accounted for separately from the County's General Fund). A separate set of spreadsheets is developed for each department's budget, which includes the Department coversheet, a summary page, and the department budget breakdown. The coversheet includes general information on the department, including personnel, department objectives, and the department's total revenue and expenses.

The summary page includes a list of the department's line-item accounts (by account number) with no line detail. Each line includes the following columns: the prior year's budget, three prior years' actual expenditure in separate columns, the department head's request for the upcoming fiscal year, the County Manager's recommendation, the Finance Committee's recommendation, and the final amount approved by the County Commissioners. The final section is the department's breakdown of each line item, including detailed budget justifications. This page also includes most of the columns listed on the summary page.

Each department's budget is reflected on a master summary page that provides the total budget expenditures and revenues for the County. The master summary page also contains historical and current budgetary impacts on the County Tax, which is assessed through municipalities to taxpayers in the County. The County shows the tax impact of the Jail and Cross Insurance Arena separately, as well as the combined tax impact of the budget.

The County's budget also includes summaries of enterprise accounts for certain departments that are funded entirely through contract or grant programs, a 5-year Capital Improvement Plan, and non-departmental debt service.

The County wishes to acquire budget preparation software that allows for it to maintain, more or less, its existing budget format.

EUNA RESPONSE:

Read and understood.

Section 4 - General Terms And Conditions

A. Definitions:
In this RFP, the following terms will have the meanings set forth below: "Bidder"- the person, firm, corporation, or other entity responding to this RFP and submitting a Proposal. The terms "Bidder" and "Contractor" may be used interchangeably in this RFP when discussing the scope of services and term and conditions that are required of a successful Bidder.
"Closing Time"- the date, time, and place bids are due, as set out in Section 1-Instructions of this RFP.
"Contract"- the executed agreement between Cumberland County and the Contractor for the services described in this RFP, which includes the final signed agreement, the Proposal, the RFP and any other forms or written addenda or amendments formally incorporated therein.
"Contractor"- the successful Bidder who enters into a contract with the County to provide the services or goods pursuant to this RFP.
"County" or "Cumberland County"- the County of Cumberland, a political subdivision of the State of Maine, having a place of business at 27 Northport Drive, Portland, Maine 04103.
"Proposal" or "Bid"- a Bidder's response to this RFP, which includes the proposed cost for providing the goods or services required in this RFP and the plan for meeting the requirements in the RFP, with all accompanying schedules, appendices or addenda submitted by the Bidder in response to the RFP. The terms "Proposal" and "Bid" may be used interchangeably in this RFP.
"Request for Proposals" or "RFP"- all papers bound with or attached to this document. These may include but not be limited to: Addenda (or Addendum if singular) issued during the RFP process.
"Subcontractors"- agents or third parties engaged by the Bidder in connection with providing or supplying the services, goods, materials, or equipment pursuant to this RFP or Contract.

B. Evaluation Criteria.
Proposals received by the closing time will be evaluated by the County's Evaluation Team to determine the best overall value to the County and satisfaction of all criteria set out herein including, but not limited to:

a) Pricing of Proposal; including the reasonableness of fees and other service costs.
b) Thoroughness and Completeness of Proposal; including responsiveness to the RFP requirements and soundness of Bidder's approach to addressing the County's needs as outlined general terms and conditions and scope of services.
c) Experience, Qualifications, and Past Performance; including ability to provide the service or equipment sought by the County and commit capable personnel to execute any services required under the Contract.
d) Any other criteria the County, in its sole discretion, deems necessary to evaluate the Bidder's offer.

C. Evaluation of Subcontractors.
All subcontractors of the Bidder shall be subject to the same evaluation process, at a minimum. It is the responsibility of the Bidder to guarantee all subcontractors will comply with all requirements and terms and conditions set out in this RFP.

D. Right of Bid Modification, Acceptance, and Refusal
a) Responses and Addenda. The County will issue a formal written response by February 13th, 2026 to all timely questions and requests for clarification to those who submitted a timely intent to bid. The County reserves the right to issue a formal, written addenda to this RFP if substantial changes that impact the submission of proposals are required. Any addenda shall be binding on Bidders and shall become part of the solicitation document. County may issue a written

addendum up to five working days prior to the closing time and will provide a copy of the addenda to those who submitted a timely intent to bid. However, it is the Bidder's responsibility to ensure they receive all written responses or addenda before submitting a bid. The County shall not be bound by oral or other communications, explanations, or clarifications not confirmed in writing.

b) The County reserves the right to waive any informality or irregularity in proposals, or excuse technical defects in a proposal when beneficial to the County.
c) The County reserves the right to reject any and all proposals or any part of a proposal should it be in the best interest of the County to do so.
d) Exceptions. Any exceptions or deviations from the requirements or the conditions specified in this RFP must be clearly stated on an Exceptions and Deviations Form (Section 6- Format and Forms). The County will be the sole judge as to what constitutes an acceptable exception or deviation. If no exception or deviation is indicated in a proposal, the Bidder will be deemed to have agreed to full compliance of the requirements and conditions is the RFP.
e) Negotiations. The County reserves the right to require modifications to initial proposals. Prior to the award, the County reserves the right to enter into negotiations with the most successful Bidder to resolve any contractual differences. If no resolution is reached, the proposal may be rejected and discussions may be initiated with the next successful Bidder.
f) The successful Bidder will be required to sign a Contract with the County. The County reserves the right to include in the contract other terms or conditions not specifically set forth herein, including but not limited to terms and conditions required by state or federal funding sources (if appliable).
g) Withdrawal. Bidders may withdraw and/or resubmit their proposal at any time prior to the closing time for receipt of proposals. Proposals may be withdrawn after the scheduled closing time for receipt of proposal. New or amended proposals may not be submitted after the closing time.

E. Contract

a) Contract Term. The contract period shall be for three years. The official start date shall be documented by a letter of agreement between County and the Contractor, but is anticipated to be April 1st, 2026. At the option of County, the contract may be renewed for two additional two-year periods.
b) If the successful Bidder fails to execute and return the Contract to the County within thirty (30) days of the date of the County Commissioners vote to award the Contract, the County may cease all discussions with the Bidder and have no obligation to the Bidder. The County may, if it chooses to do so, award the Contract to another Bidder, all without affecting any claim which the County may have against the initial successful Bidder as a result thereof.
c) Independent Contractor Status. The Bidder acknowledges and agrees that the Contractor and all employees or agents of the successful Contractor will be independent contractors, and shall not be considered employees of the County, while engaged in the performance of any work or services under any Contract entered into pursuant to this RFP.
d) Appropriation. Bidder acknowledges and agrees that the award of this contract is contingent on appropriation of funding by the County Commissioners.
e) Termination. Cumberland County may terminate the Contract resulting from this RFP at any time the Contractor fails to carry out its provisions. The County shall give the Contractor notice of such termination which states reasons for the termination. If after such notice, the Contractor fails to cure the conditions within the specified time contained in the notice, the County may order the Contractor to stop work immediately and leave the premises. Either party may terminate the agreement, without cause, upon giving the other party not less than 90 days' written notice of termination. The Contract will further address the rights of the County and Contractor to modify or terminate the Contract.

F. Taxes
Cumberland County is exempt from and will not pay Federal Excise Taxes, Transportation Taxes, and Maine State Sales Tax. If Bidder is required to charge State Sales Tax on Bidder's sales, Bidder shall not include it as part of the proposal price.
Bidders should indicate in their proposal which cost items are or may be subject to State Sales Tax.

G. Responsibility of Compliance with Legal Requirements
It shall be the responsibility of the Bidder to possess and maintain all licenses, registrations, and permits required by Federal, State, and local rules and regulations necessary for the implantation of the work undertaken by the Bidder pursuant to this RFP. The Bidder shall comply with all applicable federal, state, local, laws, regulations, ordinances and standards appliable to the services or goods provided under this RFP.

H. Liability and Indemnification

a. Bidders acknowledge and agree that County will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Proposal for the proposed Contract, or due to County's acceptance or non-acceptance of their Proposal or any contract award not made in accordance with the express or implied terms of the RFP.
b. The Contractor shall defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all liabilities, causes of action, judgements, claims, or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of the work under the Contract by the Contractor, its agents, employees and subcontractors. This obligation will be included in greater detail in the Contract between County and the Contractor.

I. Jurisdiction and Venue.
The laws of the State of Maine shall govern the interpretation, administration, and enforcement of this RFP and any Contract entered into pursuant to this RFP. All actions brought to enforce or interpret the RFP, any Proposal, or Contract shall be brought and maintained in the Maine State Courts of competent jurisdiction with venue in Cumberland County.

J. Freedom of Access Act.
All documents submitted as part of the Bidder's Proposal will be deemed available to all parties after the bids are opened and will be subject to public disclosure in accordance with the Maine Freedom of Access Act. Trade secrets contained in a proposal may be kept confidential if the Bidder, at the time the proposal is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Bidder while attempting to maximize the availability of information to the public. Any statements reserving or attempting to reserve any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with the Maine Freedom of Access Act will be void and disregarded.

EUNA RESPONSE:

Read and understood.

Section 5 - Scope Of Services And Special Conditions

Option 1: The County requires a budget software platform that meets the following requirements:

i. Multiple Budget Types: Allows users to create multiple budget types based on account definition (Operating, Capital, etc).
ii. Individual Departments/Lines: Allows users to establish unlimited line-item accounts, including space for department justifications for budget requests. Allow for line items to be moved to different sections/departments as needed.
iii. Projections: Allows users to generate projections based on predefined parameters for current and future years, including areas of personnel cost, potential revenue. Enables users to create unlimited budget scenarios within the same budget type, without recreating spreadsheets or moving between separate reporting systems, which can be saved for comparison or forecasting.
iv. Comparisons: Must be able to stage budget to show historical budget information, including each account's prior approved budget amount and actual expenditures, for a minimum of two years. Users must be able to categorize and analyze financial data across dimensions such as accounts and funds, departments, positions, capital projects, funding sources, forecasting, and historical comparisons without manually recreating forms, or duplicating data sets.
v. View and Stages of Budget: Must be able to stage budget in approval process flow: Prior Budget – Prior Year Actual – Department Head Request – County Manager Recommendation – Finance Committee Recommendation – Final Budget Approved.
vi. Security: Must allow for the budget to be locked after approval, allowing only authorized personnel to make changes. Must include an audit history to track changes.
vii. Personnel & Positions: Must be able to calculate the total cost of personnel per department, using provided parameters, including wages, overtime, cost-of-living increases, salary table step increases, and change in benefit costs. Must be able to track FTEs and vacancies in this calculation. Total personnel costs, once calculated, must be easily integrated into the operational budget.
viii. Access: The County must be able to set and approve user access to the budget software based on the user's role and responsibilities. Must allow for multiple users to access and edit budget software during the budget development process and tracks changes by users, including an audit trail/timestamps.
ix. System Integration: Must be able to integrate with Munis. Must be able to import and export from Excel files.
x. Training Environment: Must have an updatable training environment in conjunction with the live environment.
xi. Reports: Must be able to view and print detailed reports on the budget and changes made to the budget. Produce reports by Department, Fund, and account type.
xii. SSO: Must support single sign-on capability via third-party identity providers.
xiii. Compliance: GFOA award criteria. GASB Standards.
xiv. Future ACFR Reporting: Must have capability to produce ACFR reports.

Options 2 and 3. Although the County is primarily interested in purchasing budget software, the County requests that Bidders also provide quotes for the following additional services (see Pricing

Sheet):

i. Capital Improvement: Able to do multi-year CIP planning, with the ability to integrate into the operating budget. Should allow for CIP breakdown/descriptions.
ii. ACFR and Budget Book: Generates fully structured ACFR reports with GASB-integrated notes and convert validated budget data directly into GFOA-aligned Budget books.

EUNA RESPONSE:

Please see response to this section below.

Section 6 - Proposal Format And Forms

A. Proposal Format. All proposals shall be complete and carefully worded and must convey all the information requested by the County. If significant errors are found in the Bidder's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County, and the County alone, will be the judge as to whether that variance is significant enough to reject the proposal. Proposals shall be in substantially the following format:

a. Section 1: The Original RFP Package, including any addenda, and completed Proposal Forms.
    I. Section 2. Response to requirements and plan for implementation of the services sought (Section 5- Scope of Services and Specific Conditions).
b. Bidder shall submit a narrative to support its Proposal for the services and/or goods sought.
c. Section 3. Any other information Bidder desires to furnish. This section is to be reserved for any information provided over and above the specific information requested in the RFP.

EUNA RESPONSE:

Read and understood.

Received Addenda

Schedule modification

REQUEST FOR PROPOSALS (RFP)
FOR
BUDGET PREPARATION SOFTWARE
SCHEDULE MODIFICATION

PROPOSALS NOW DUE BY
3:00 PM ET, MARCH 20TH, 2026

February 18th, 2026

The County of Cumberland, Maine is modifying the RFP Schedule for the "RFP for Budget Preparation Software," issued February 2, 2026, as provided below.

The County will now receive written sealed proposals for these services until **3:00 pm ET on March 20th, 2026** at the **Cumberland County Office, 27 Northport Drive, Portland Maine 04103**, at which time proposals will be opened in public.

Section 2- RFP SCHEDULE

RFP Publication	February 2nd, 2026
Deadline to Submit Questions to County Deadline to File Intent to Bid Form (*optional*)	3:00 pm ET, February 27th, 2026
Date of Written Response to Questions	March 11th, 2026
Deadline for Receipt of Proposals/Opening Time	**3:00 pm ET, March 20th, 2026**
Presentations (if required by County)	TBD
Award of Contract - Board of Commissioners Meeting	April 2026 Commissioners Meeting
Begin Service/Contract Start Date	Anticipated May 1st, 2026

All dates in the original RFP shall be modified according to this new schedule. All other provisions remain in effect. If you have already submitted a proposal, the County will return it to you unopened.

Please do not hesitate to contact us at tgrover@cumberlandcounty.org.

Maine
Cumberland **County**

Cumberland County Budget Software RFP Questions and Answers

Answers in Red. Posted on 3/9/2026.

1. In the pricing sheet table (page 15), is the column "Total Cost" the total recurring software costs for years 1, 2, and 3? It is the total of the 1, 2, 3 year and additional cost columns.

2. In the table in the pricing sheet (page 15), for the Annual Projected Increases, do you want the annual software cost for each year or the percentage increase? We will accept either.

3. Can the County please confirm its current annual operating expense budget, including the combined operational budgets for the 16 County departments? The fiscal 2026 operating expense budget is $55,713,430.

4. Does the County require or prefer approved budgets to be exported to Munis on an on-demand basis that immediately updates Munis via a user-initiated export (button-click) that is configured during implementation? This is preferred but is not a requirement.

5. Does the County require or prefer actuals to be imported from Munis into the budgeting system on a scheduled, automated basis (e.g., nightly), with the option for on-demand, immediate imports if needed in between scheduled automatic updates? Alternatively, does the County prefer to download and upload a spreadsheet each time they want to refresh budget and actuals data between Munis and the budgeting solution? The RFP requires that the budget software platform "integrate with Munis" and "be able to export from Excel files." (See Section 5, subsection 9). Bidders are requested to explain their plan for implementation of these requirements in Section 2 of their proposal (See Section 6).

6. Would the County consider accepting an electronic-only proposal submission (PDF via email or secure upload) to reduce the carbon footprint of paper, ink, transportation, etc.? We require all proposals to be delivered by hand or certified mail by the due date and time.

7. Could you provide an approximate number of current users for pricing purposes? We have approximately 20 users.

Intent To Bid Form

Potential Bidders interested in receiving written response, request for clarification, and addenda in relation to this RFP are encouraged to complete this Form. This form is optional. Failure to complete this form will not automatically disqualify a Bidder from the RFP process. All Bidders remain responsible for obtaining any written responses or addenda to this RFP from the County.

The County request this form (or the information in this form) be delivered by email, mail, or hand by 3:00 pm ET, February 9th, 2026 to:

County of Cumberland
Attn: Theresa Grover, Treasurer/Finance Director
27 Northport Drive
Portland, Maine 04103

RFP Information

Bid Title: Cumberland County, ME - Request For Proposals (RFP) - Budget Preparation Software

Bid Due Date: March 20, 2026

Proposed Bidder Information

Company or Organization: Euna Solutions, Inc.

Contact Name: Chris Olsen

Contact Title: Senior Account Executive

Mailing Address: 1155 Perimeter Ctr W Unit 500 - Sandy Springs, Georgia 30338

Phone: 844-226-3862 X224

E-mail Address: christine.olsen@eunasolutions.com

Bid Proposal Form

BIDDER NAME AND ADDRESS:

Euna Solutions, Inc.

1155 Perimeter Ctr W Unit 500

Sandy Springs, Georgia 30338

Contact Person: Chris Olsen - Senior Account Executive

Telephone Number: 844-226-3862 X224

E-mail Address: christine.olsen@eunasolutions.com

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

I acknowledge the terms and conditions in this RFP, agree to abide by all conditions of this RFP, except as provided in the Exceptions and Deviations Form, and certify that I am authorized to sign this proposal for the Bidder. If awarded the contract, I hereby agree to execute a contract with Cumberland County in the form specified within thirty (30) days after the award.

Printed Name: Andrew Stolz

Title: VP of Sales

Signature: Andrew Stolz
Andrew Stolz (Mar 18, 2026 12:26:32 EDT)

Date: March 20, 2026

Pricing Sheet

Bidders are encouraged to provide three pricing options:

1. Budget Software and Personnel
2. Budget Software, Personnel, and Capital Improvement Planning
3. Budget Software, Personnel, Capital Improvement Planning, ACFR Report, and Budget Book Publication

For each pricing option above, please provide:

1. The total annual cost.
2. At least three years of projected increases in fees or other service costs.
3. The number of licenses provided with the price and the amount for additional users.
4. Any other associated costs, including any implementation or maintenance/ongoing support fees.

	Annual Projected Increases					
	Total Cost	**Year 1**	**Year 2**	**Year 3**	**# of Licenses**	**Additional Costs**
Option 1 (Budget Software, Personnel)	$72,943	$20,870	$21,496	$22,141	unlimited	$8,436 implementation, integration, configuration & training
Option 2 (Opt. 1 plus CIP planning)	$99,932	$28,692	$29,553	$30,439	unlimited	$11,248 implementation, integration, configuration & training
Option 3 (Opt. 2 plus ACFR & Budget Book)	$127,463	$36,660	$37,760	$38,893	unlimited	$14,150 implementation, integration, configuration & training

Configured integrations with Tyler Munis ERP:

- Operating: Actuals Import, Budget Export – Automatic/Scheduled or On-Demand
- Capital: Actuals Import, Budget Export - Automatic/Scheduled or On-Demand. Options 2 & 3

More manual approaches to data exchange are available for a reduced cost. Please see Response to Requirements, item # ix.

Applicable taxes extra.

- Year 1 Software Subscription:
  - Due 100% upon Contract Execution Date (Net 30) and annually in advance for future years
- Professional Services:
  - Due 100% upon Contract Execution Date (Net 30)

Exceptions And Deviations Form

Any exception or deviation in a Bidder's Proposal to the terms and conditions, standards, requirements, and scope of services in this RFP must be set forth on this form. Bidders must clearly number and describe in detail each exception or deviation and reference the exact page number and paragraph of the term, standard, or requirement to which the exception or deviation applies.

The County reserves the right to reject, modify or accept any exceptions at its sole discretion. ***If not exceptions or deviations are provided below, the Bidder agrees to accept all of the terms and conditions contained in the RFP and any addenda to the RFP.***

EUNA RESPONSE:

1. **Section 4 - General Terms and Conditions - pg. 7 - Sub-Section E. Contract.** Since this Agreement will cover software-as-a-service, we will need to include the EULA as an exhibit to the Agreement so that the license terms are included. Euna's End User License Agreement ("EULA") is available online at https://eunasolutions.com/eula/.

2. **Section 4 - General Terms and Conditions - pg. 7 - Sub-Section E.e. Termination.** We will agree to offer a 30-day Termination for Convenience. We propose to provide the County with long-term price certainty and amortize the cost of the software, along with support and maintenance, over the contract term. If the County chooses termination for convenience, we need to recover a portion of the software license cost. Euna proposes the following termination language, inclusive of mutual termination for cause:

   "Termination for Convenience
   Customer may terminate this Agreement without cause by giving thirty (30) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "SaaS Recovery Amount" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

   Termination for Cause
   In addition to any other express termination right set forth in this Agreement: Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business."

3. **Section 4 - General Terms and Conditions - pg. 8 - Sub-Section H. Liability and Indemnification.** We are open to negotiating a broader indemnity for negligence and violation of law, but this must be limited to third party claims. Our proposed alternative language is as follows:

   "Bidder shall indemnify, defend, and hold harmless County and its agents, officers, directors and employees ("County Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by County Parties resulting from any

third-party claim, suit, action or proceeding ("Third Party Claim") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on Bidder's gross negligence or willful misconduct."

Section 2: Response to requirements

Response to requirements and plan for implementation of the services sought (Section 5- Scope of Services and Specific Conditions).

i. Bidder shall submit a narrative to support its Proposal for the services and/or goods sought.

Solution Summary

Euna Budget for Cumberland County, Maine
Cumberland County has clearly outlined its goal: to move from a spreadsheet-driven budgeting process to an enterprise-grade financial planning platform that strengthens data integrity, reduces manual reconciliation, and provides a scalable foundation for future reporting and disclosure.

The County's current process supports sixteen departments, separately accounts for Jail funds, incorporates enterprise accounts, maintains a five-year Capital Improvement Plan, and stages approvals through multiple levels of review. While effective to date, this structure requires significant manual coordination and creates risk around version control, formula errors, and reconciliation.

Euna Budget is purpose-built for public sector governments and is designed to preserve or enhance Cumberland County's existing budget format while modernizing how it is built, reviewed, approved, and reported. The platform unifies operating, personnel, and optional capital planning into a single, secure, cloud-based system that supports the County's workflow, reporting, and compliance requirements.

Integrated Operating, Personnel, and Capital Planning
Euna Budget provides three fully integrated modules: Operating, Personnel, and an optional Capital module. These modules work together within a single environment so that departments can build budgets collaboratively while Finance maintains oversight and control.

The Operating Budget module allows unlimited line-item accounts, department justifications, and hierarchical roll-ups consistent with the County's current structure. Departments continue to prepare detailed budget requests, but instead of maintaining separate spreadsheets, all data resides in one centralized system. This eliminates duplicate files and ensures that changes made in one area automatically roll up into summary views and master totals. Line items can be moved between departments or sections as needed, and the County can maintain both fund-based and departmental views without recreating reports.

Euna Budget Personnel module directly addresses the County's requirement to calculate wages, overtime, cost-of-living adjustments, step increases, benefit costs, FTEs, and vacancies. Positions are modeled as structured records, allowing the County to track filled and vacant roles and apply consistent benefit and payroll assumptions across departments. Once calculated, total personnel costs flow automatically into the operating budget.

For the County's five-year Capital Improvement Plan, the optional Capital module enables multi-year project planning, funding source tracking, and integration of capital impacts into operating projections. Projects may include detailed descriptions, timelines, and prioritization criteria. Capital scenarios can be evaluated alongside operating forecasts, giving leadership a full view of long-term financial impact.

Workflow, Budget Staging, and Collaboration
As previously acknowledged, Cumberland County requires the ability to stage its budget through defined approval levels, including prior budget, prior year actuals, Department Head requests, County Manager recommendations, Finance Committee recommendations, and final approved budget. Euna Budget supports this exact structure through comprehensive workflow tools.

Each stage is clearly defined in the system, with role-based permissions controlling who can edit, review, or approve data at each step. Automated notifications and dashboards allow Finance to monitor progress across departments in real time. Once approved, budgets can be locked to prevent further changes while preserving a complete audit history of edits, approvals, and revisions.

Multiple users can work simultaneously within the system, eliminating the need to circulate spreadsheets. Comments and supporting documents can be attached directly to line items or department summaries, improving collaboration while maintaining accountability.

Historical Comparisons, Projections, and Scenario Modeling
The County requires the ability to compare historical budgets and actual expenditures while projecting in-year and future year impacts. Euna Budget stages prior approved budgets and multiple years of actual data side-by-side within the same grid. Users can analyze information across departments, funds, accounts, positions, or capital projects without recreating forms or duplicating data.

The system also supports unlimited scenario modeling. Finance staff can build alternative projections based on revenue assumptions, staffing changes, or tax impact considerations and compare them directly against baseline versions. This is especially valuable when evaluating the separate and combined tax impacts of major components such as the Jail or enterprise operations. Because all scenarios exist within one system, comparisons are quickly realized, consistent and transparent.

Advanced calculations and allocations are managed through a centralized engine rather than embedded formulas, ensuring accuracy, improved auditability, and a reduction in spreadsheet risk while maintaining flexibility.

Reporting, Integrations, and Data Transparency
Euna Budget Report Center provides detailed reporting by department, fund, and account type, consistent with the County's requirements. Budget-to-actual reports, variance analysis, historical comparisons, and audit logs are available in real time and exportable to PDF, Excel, or Word.

Integration with Tyler Munis financial system is supported through the Euna Integration System (EIS). Actuals, chart of accounts structures, and personnel data can be imported on a scheduled or on-demand basis. Approved budgets can be exported back to Munis. EIS has been developed to reduce manual uploads and improve reconciliation, ensuring County leadership is working with up-to-date financial information.

For expanded reporting needs, optional modules extend the platform further. Report Studio enables the structured production of ACFR reports aligned with GASB standards. Budget Book Studio allows the County to generate GFOA-aligned, ADA-compliant budget documents directly from validated budget data. Both of these components are powered by OpenBook transparency and visualizations tool, which also enables public-facing transparency dashboards.

Security, Access Control, and Compliance
Euna Budget is hosted on the Microsoft Azure cloud, which is SOC 2 Type II certified and Euna Solutions is a SOC 2 Type II certified software vendor. In addition to a production environment, Euna implements a separate training environment that mirrors the live system, allowing staff to learn and test processes without impacting production data.

The system supports single sign-on capability, multi-factor authentication, encryption at rest and in

transit, and full audit tracking of user activity. Role-based access ensures that users have access to only the features they need for their role and only view and edit data appropriate to their responsibilities.

The platform also supports GFOA award criteria and GASB standards, providing a strong foundation for future financial reporting and disclosure requirements.

Summary
Euna Budget replaces Cumberland County's spreadsheet-based budgeting process with a unified, secure, and collaborative financial planning system. The platform preserves the County's existing format while improving accuracy, transparency, and efficiency. By integrating operating, personnel, and optional capital planning into one environment, automating workflow and calculations, and connecting directly with Munis, Euna reduces reconciliation effort and strengthens internal controls. At the same time, optional ACFR reporting, digital budget book production, and public transparency tools position the County for long-term reporting excellence.

Euna Solutions brings more than 27 years of public sector budgeting experience and over 1,000 government implementations across North America. We look forward to partnering with Cumberland County to modernize its budgeting foundation while supporting long-term financial integrity, accountability, and transparency.

Response to Requirements

Option 1

The County requires a budget software platform that meets the following requirements:

i. Multiple Budget Types: Allows users to create multiple budget types based on account definition (Operating, Capital, etc).

EUNA RESPONSE:

Euna Budget allows users at Cumberland County to create and manage multiple budget types within a single, unified system based on account definitions and fund structures. Operating, Personnel, and Capital budgets are supported as distinct yet fully integrated components, ensuring that each budget type maintains its own configuration, workflow, and reporting structure while remaining connected to the County's consolidated financial view. This approach mirrors how public sector organizations structure their budget cycles while eliminating the need to maintain separate spreadsheets or reporting systems.

Administrators can configure chart of accounts alignment, labels, fields, and approval paths to reflect the County's established format. The Operating budget can follow the departmental and fund-based structure currently in use, while Capital Improvement planning can be managed across a five-year horizon with its own categorization and funding sources. Approval workflows may differ between operating and capital budget development.

ii. Individual Departments/Lines: Allows users to establish unlimited line-item accounts, including space for department justifications for budget requests. Allow for line items to be moved to different sections/departments as needed.

EUNA RESPONSE:

Euna Budget supports unlimited line-item accounts across all departments, funds, divisions, and cost centers. Line items are structured according to the County's existing account string and may include object codes, funding sources, and department identifiers. Data entry occurs directly within configurable grids that can display historical budgets, actual expenditures, and projection years in the same view.

Users may create multiple budget line items per account. Each line item includes space for department-level justifications. Narrative fields are configurable and can be set as required based on budget type or workflow stage. Supporting documents, such as spreadsheets, vendor quotes, email messages, photos, or explanatory memoranda, may be attached directly to the specific line item or to the department summary record

Authorized users can move line items between departments, divisions, or funds as needed. When a line is reassigned, all roll-up totals, hierarchies, and reporting structures update automatically. The system maintains a record of the movement within the audit history, including the original and updated organizational assignment.

iii. Projections: Allows users to generate projections based on predefined parameters for current and future years, including areas of personnel cost, potential revenue. Enables users to create unlimited budget scenarios within the same budget type, without recreating spreadsheets or moving between separate reporting systems, which can be saved for comparison or forecasting.

EUNA RESPONSE:

Euna Budget allows users to generate projections for current and future fiscal years using predefined

parameters or variables that are stored in Euna Budget's statistical ledger. Projection methods may include percentage increases, flat-dollar adjustments, trend-based calculations, or variable-driven formulas. Users can select baseline values such as prior year actuals, adopted budget, or year-to-date expenditures as the starting point. Revenue and expenditure accounts can be projected independently, and predefined calculation rules may be applied at the account, department, or fund level.

Personnel projections are generated within the Personnel module using configured wage tables, benefit rate modifiers, step increases, and overtime assumptions. These calculations extend across multiple fiscal years and may incorporate changes in FTE counts, vacancy timing, anticipated hires, or benefit rate updates. Once calculated, personnel projections are published directly into the operating budget structure under the appropriate accounts.

Euna Budget also supports ongoing monitoring and forecast updates throughout the fiscal year. Actual financial data can be integrated from the Munis financial system, allowing departments and cost centers to compare budgeted amounts to actual expenditures within the same environment. Users may review variances, update projections using system-driven assumptions or manual adjustments and submit revised forecasts through established workflow stages.

The system supports unlimited 'what-if' scenario creation within the same budget type. Each scenario retains independent assumptions and projected values while remaining within the same database. Scenarios can be saved, reopened, duplicated, and compared side-by-side using system reporting tools. Users do not need to recreate spreadsheets or move between separate reporting systems to conduct forecasting, scenario analysis, or monthly projection updates.

iv. Comparisons: Must be able to stage budget to show historical budget information, including each account's prior approved budget amount and actual expenditures, for a minimum of two years. Users must be able to categorize and analyze financial data across dimensions such as accounts and funds, departments, positions, capital projects, funding sources, forecasting, and historical comparisons without manually recreating forms, or duplicating data sets.

EUNA RESPONSE:

Euna Budget can present historical financial data alongside current budget development figures within the same data entry grid. At minimum, two prior years of approved budgets and actual expenditures can be displayed concurrently with the proposed year. Additional historical years may also be included depending on County preference.

Comparisons can be performed across multiple dimensions, including accounts, funds, departments, positions, capital projects, and funding sources. Filters and views allow users to isolate specific cost categories or revenue streams without duplicating data sets. Historical and current data remain part of the same structured database.

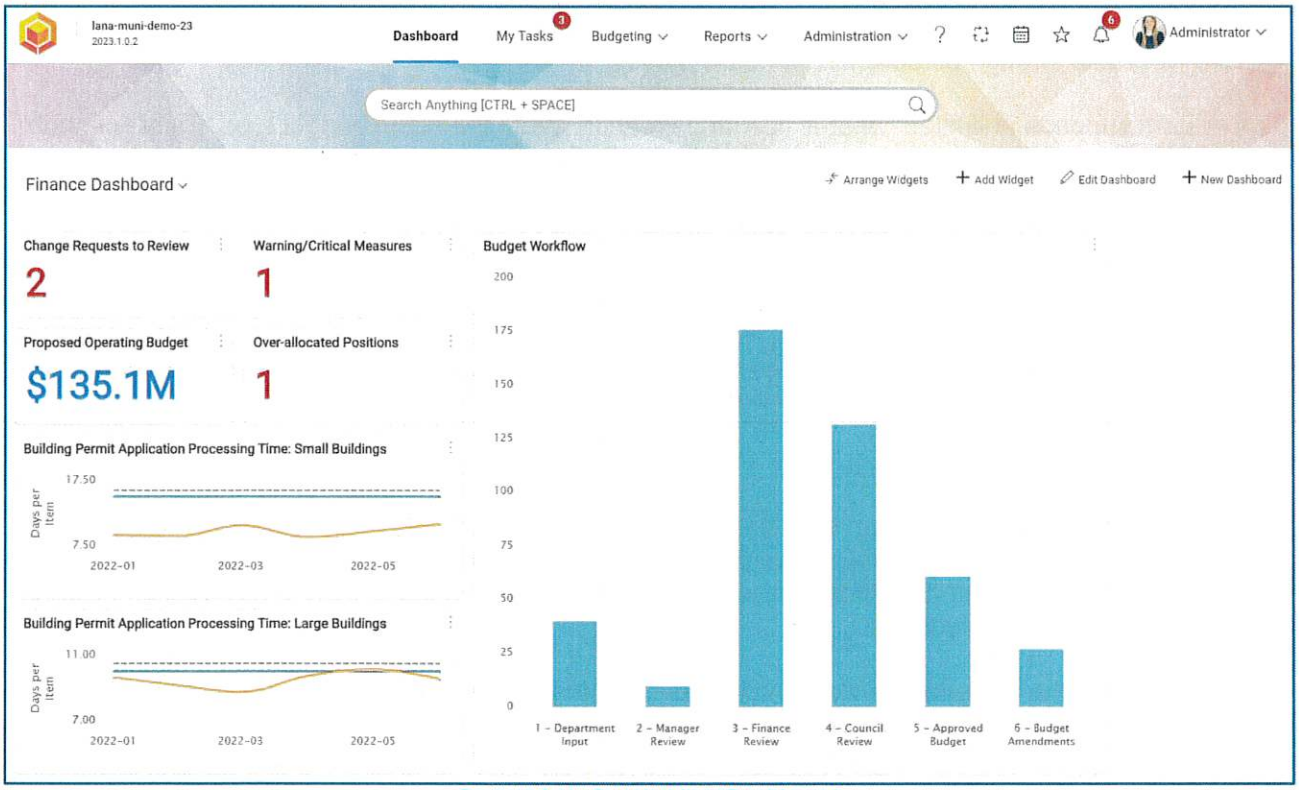
Variance analysis between prior approved budgets and actual expenditures can be generated directly within the reporting framework. Comparisons between scenarios, workflow stages, or fiscal years are handled within the system's reporting and view tools rather than through manual spreadsheet reconciliation.

v. View and Stages of Budget: Must be able to stage budget in approval process flow: Prior Budget – Prior Year Actual – Department Head Request – County Manager Recommendation – Finance Committee Recommendation – Final Budget Approved.

EUNA RESPONSE:

Euna Budget includes a configurable workflow framework that supports controlled budget development, review, and approval across operating, personnel, and capital processes. Workflow stages are defined by authorized administrators and can be configured to align exactly with Cumberland County's required sequence: Prior Budget, Prior Year Actual, Department Head Request, County Manager Recommendation, Finance Committee Recommendation, and Final Budget Approved. The stages may be re-configured by authorized personnel if needs change. Role-based security is enforced automatically at each stage, ensuring that only designated users may view, edit, or approve budget data based on their assigned responsibilities.

Department submissions move forward through electronic promotion to subsequent workflow stages. At each promotion, the system records the action and retains a snapshot of the budget data as it existed during that stage of review. Budgets may also be returned to prior stages for revision with comments or instructions recorded in the workflow log. This process creates a documented history of submissions, changes, approvals, and revisions throughout the budget cycle.



Screenshot of a Workflow Dashboard

Separate workflow paths may be configured for Operating, Personnel, and Capital budgets, as well as for specific request types such as position changes or budget transfers, if desired. System alerts and optional email notifications are triggered when user action is required, supporting participation at each review level. Workflow dashboards and calendars provide real-time visibility into the status of each department's submission, key milestones, and timelines, allowing budget administrators to monitor progress across all participating departments during the development and approval process.

vi. Security: Must allow for the budget to be locked after approval, allowing only authorized personnel to make changes. Must include an audit history to track changes.

EUNA RESPONSE:

Euna Budget includes role-based security controls that govern access by module, department, fund, and workflow stage. Cumberland County administrators define user roles according to job responsibility, such as Department Head, Finance reviewer, or County Manager. Permissions determine whether a user may view, edit, approve, or report on specific data.

Once a budget is promoted to the next approval stage, it can be locked by users in the previous stage. Following adoption, the approved budget may be locked within the system. Once locked, editing is restricted to designated administrative users. Budget amendments or post-adoption adjustments are processed through controlled access and recorded in the audit history.

Comprehensive audit logging records user identification, timestamp, field-level changes, previous values, and updated values. Audit reports can be generated for specific departments, timeframes, or user activity. Audit data is retained within the system and is not editable.

vii. Personnel & Positions: Must be able to calculate the total cost of personnel per department, using provided parameters, including wages, overtime, cost-of-living increases, salary table step increases, and change in benefit costs. Must be able to track FTEs and vacancies in this calculation. Total personnel costs, once calculated, must be easily integrated into the operational budget.

EUNA RESPONSE:

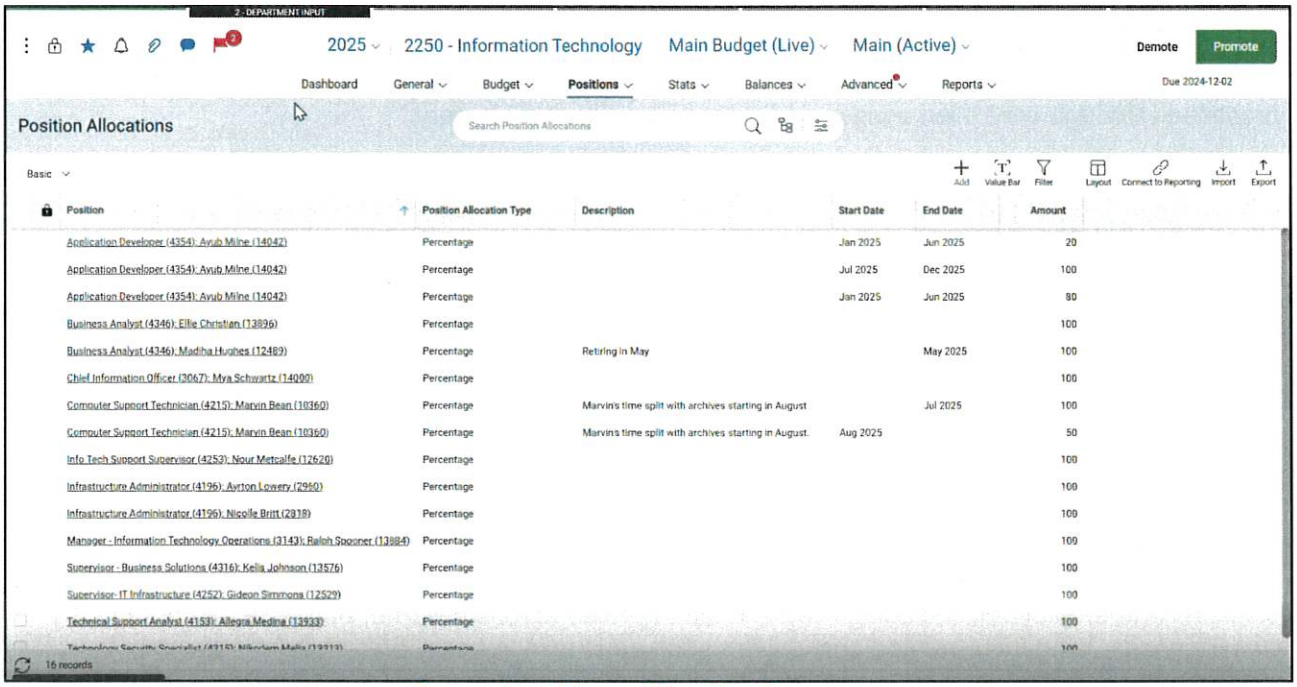
The Euna Budget Personnel module is designed to support Cumberland County's workforce planning and position-based budgeting requirements within a centralized and controlled planning environment. The module functions as a calculation engine that models and forecasts all costs associated with positions and employees, including filled and vacant roles across full-time, part-time, and temporary classifications. Workforce-related cost drivers such as step increases, cost-of-living adjustments, overtime assumptions, new positions, and employer-paid benefits are incorporated directly into the budgeting and forecasting process in alignment with County compensation structures and collective bargaining agreements where applicable.

Each position is defined as a discrete planning record that captures the information required to calculate base wages or salaries, with costs attributed to the appropriate general ledger accounts. Positions governed by salary schedules or union contracts can be assigned pay grades and steps so compensation is calculated directly from configured pay tables. Non-union or specialized roles may be budgeted using fixed salary values or defined ranges. Positions may be associated with incumbent employees, and incumbency, pay grade, or funding allocation can change by month to model hiring timelines, promotions, transfers, retirements, or anticipated vacancies.

The module tracks FTE values and supports allocation of a single position across multiple departments, funds, or cost centers using percentages, FTE fractions, or hours. Vacancy timing can be modeled to reflect delayed hires or planned separations within the fiscal year. Personnel costs are calculated at the position level and rolled up automatically to departmental and fund totals.

Non-salary cost calculations are managed through configurable "modifiers," which represent employer-paid benefits and statutory obligations such as retirement contributions, health insurance, payroll taxes, and other compensation-related costs. Modifiers may be percentage-based, flat-rate, tiered, or capped, and can be applied consistently across planning versions. Once personnel costs are calculated, totals integrate directly into the Operating budget under the appropriate accounts without requiring manual entry or reconciliation.

The module also supports detailed position allocations. A single position may be distributed across multiple departments, funds, or cost centers using percentage splits, FTE fractions, or hours-based allocations. Allocation tables clearly display how costs are divided, and totals roll up automatically to each receiving department. Once calculated, total personnel costs flow directly into the Operating budget under the appropriate accounts without manual re-entry.



Personnel module - position allocations screen

viii. Access: The County must be able to set and approve user access to the budget software based on the user's role and responsibilities. Must allow for multiple users to access and edit budget software during the budget development process and tracks changes by users, including an audit trail/timestamps.

EUNA RESPONSE:

Cumberland County administrators define and control user access within Euna Budget using robust role-based security measures. Roles are assigned based on job responsibilities and may be configured by department, fund, module, or workflow stage. Permissions determine whether a user can enter data, review submissions, approve budgets, or generate reports. Access settings are maintained internally by designated County administrators.

The system supports concurrent access by multiple users during the budget development process. Departments can enter or revise data simultaneously while Finance monitors progress through dashboards and workflow tools. All changes are recorded with user identification and timestamp, creating a documented audit trail of activity throughout the development cycle.

ix. System Integration: Must be able to integrate with Munis. Must be able to import and export from Excel files.

EUNA RESPONSE:

Euna Budget integrates with enterprise financial systems through the Euna Integration System (EIS), providing Cumberland County with a well tested, structured, and controlled framework for exchanging financial and related data. EIS supports integration with Munis to upload chart of accounts structures, organizational hierarchies, and personnel-related reference data into the budgeting environment during initial set-up and on an as-needed basis during the year or in preparing for the next budget cycle.

Additionally, based on our experience, we recommend the following integrations be configured during implementation, which are included in our pricing.

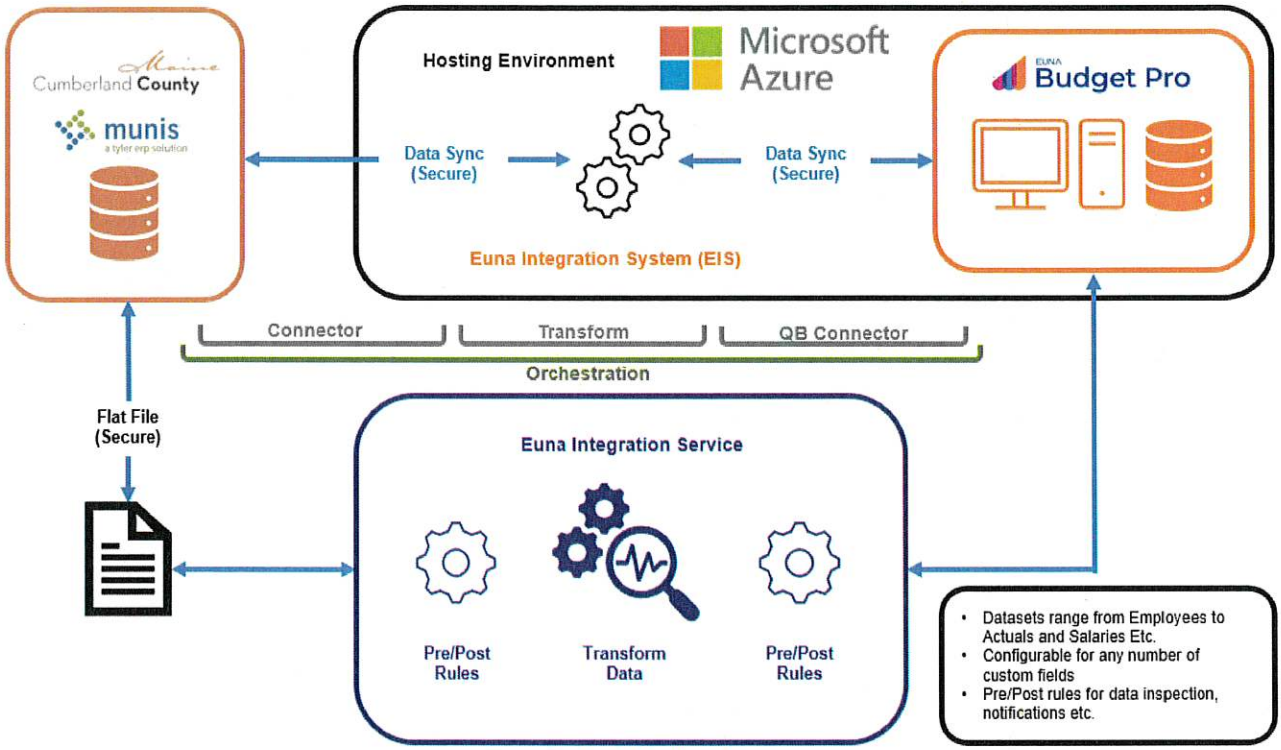
- Approved operating and capital budget export to Munis on an on-demand basis that updates Munis via a user-initiated export (button-click)
- Operating and capital actuals and encumbrances/commitments, if desired, import from Munis on a scheduled, automated basis (e.g., nightly), with the option to import actuals on demand between scheduled automatic updates, if needed.

The recommended approach ensures:

- budget development and ongoing variance analysis use up-to-date financial data to improve decision making
- data that is shared with the public is current to improve trust.

Furthermore, the recommended approach relieves the County of the burden of downloading and uploading spreadsheets each time actuals need to be refreshed. If a more manual approach is desired, Euna can deliver this approach and reduce its cost.

EIS is designed using Extract, Transform, and Load (ETL) architecture that supports multiple integration methods. A loosely coupled flat-file approach (including CSV, XML, or similar formats) may be used for flexibility and ease of implementation. The platform also supports service-based integrations and database-level connectors where required. Available connectors include SQL queries, web services, ODBC, OLE DB, and delimited files, allowing integrations to be configured without custom application code.



Euna Budget dataflow diagram

As part of the integration process, EIS applies transformation and reconciliation logic to align data between Munis and Euna Budget. This may include translating coded values, deriving calculated fields, joining or splitting account elements, and validating inbound records prior to loading. In addition to ERP integration, the system supports structured import from and export to Excel files for defined templates and reporting purposes.

x. Training Environment: Must have an updatable training environment in conjunction with the live environment.

EUNA RESPONSE:

In addition to the main production environment, Euna provides a separate training/testing environment that mirrors the County's live production configuration. This environment includes the same chart of accounts, workflow stages, modules, and reporting structure as the live system. The training site may be refreshed periodically to reflect updated data or configuration changes.

The training environment remains available after go-live for onboarding new users or testing workflow adjustments. Because it is isolated from production, users may practice budget entry, scenario creation, or workflow promotion without affecting live financial records.

xi. Reports: Must be able to view and print detailed reports on the budget and changes made to the budget. Produce reports by Department, Fund, and account type.

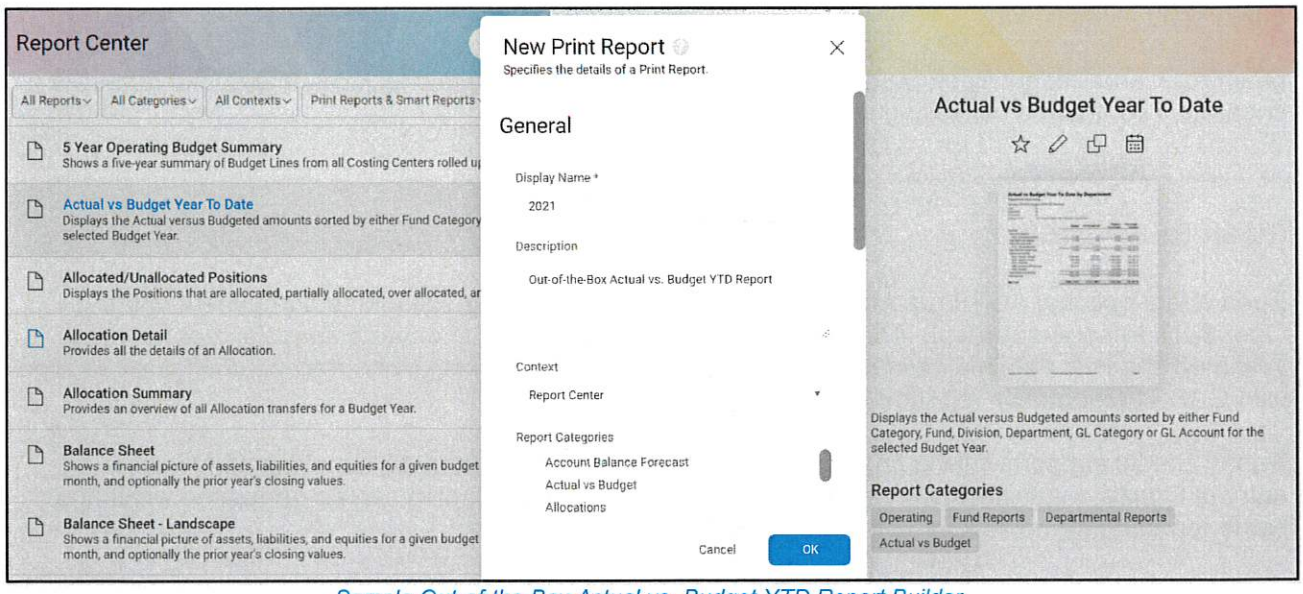
EUNA RESPONSE:

Euna Budget includes a centralized reporting framework that enables Cumberland County to view, generate, and print detailed reports directly from live budget data. Reports may be produced by

Department, Fund, account type, or other configured hierarchies within the County's chart of accounts structure. Standard reporting formats include budget summaries, detailed line-item reports, historical comparisons, and budget-to-actual variance reports using data imported from Munis.

Reports can display prior approved budgets, prior year actuals, current requests, recommended budgets, and final adopted amounts within the same output. Users may filter reports by fiscal year, scenario, or workflow stage. Column structures and rollups are configurable to match the County's presentation format.

The system also includes audit reporting that documents changes made to the budget throughout the development and approval process. Audit reports display user activity, field-level changes, and workflow stage transitions with associated timestamps. Reports may be exported to PDF or Excel for printing, distribution, or archival purposes.



Sample Out-of-the-Box Actual vs. Budget YTD Report Builder

xii. SSO: Must support single sign-on capability via third-party identity providers.

EUNA RESPONSE:

Euna Budget supports single sign-on capability using industry-standard authentication protocols such as SAML or OAuth. Integration with third-party identity providers allows Cumberland County to align login credentials with its existing IT infrastructure.

SSO configuration ensures that user authentication occurs through the County's identity management framework. Once authenticated, user access is governed by role-based permissions defined within the budgeting system.

xiii. Compliance: GFOA award criteria. GASB Standards.

EUNA RESPONSE:

Euna Budget supports structured documentation and reporting consistent with GFOA Distinguished Budget Presentation Award criteria. The system allows capture of departmental narratives, fund descriptions, goals, and justifications alongside financial data within the same environment used for budget development. Multi-year comparisons, departmental summaries, and detailed line-item schedules can be generated in formats consistent with GFOA presentation guidelines.

Financial data is maintained in accordance with GASB reporting standards through consistent fund structures, historical record retention, and audit logging. The system preserves prior-year data, maintains version history across workflow stages, and supports structured reporting aligned with governmental accounting practices.

As an optional component (outlined below), Euna Budget Book Studio enables Cumberland County to generate structured, GFOA-aligned budget documents directly from validated budget data within the system. Narrative content, tables, and financial schedules are linked to approved budget versions, allowing the County to produce formatted budget books for print or digital publication without re-entering financial figures.

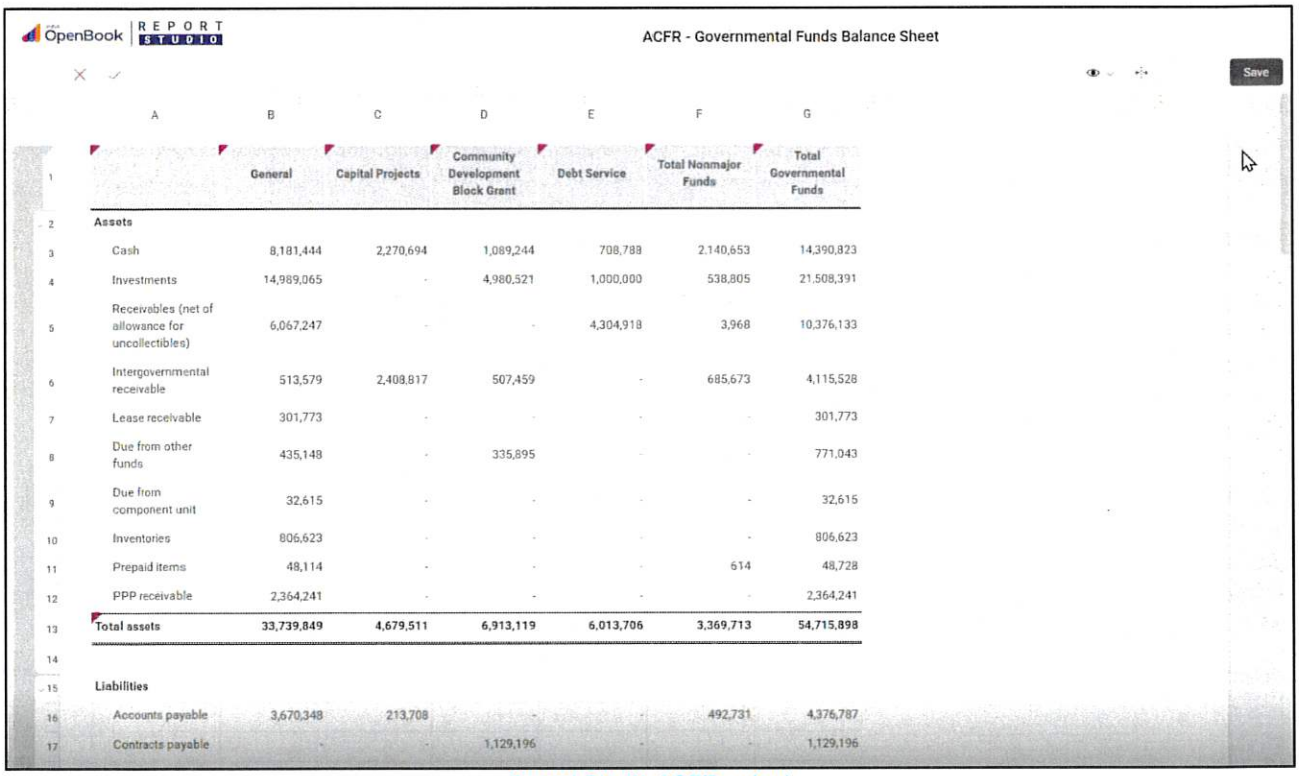
OpenBook and Budget Book Studio include built-in ADA compliance checklists that do not require a separately contracted consulting service.

xiv. Future ACFR Reporting: Must have capability to produce ACFR reports.

EUNA RESPONSE:

Euna offers optional ACFR reporting functionality through its Report Studio (a component of the OpenBook transparency tool). This module allows the creation of structured financial reports using validated financial data maintained within the budgeting system. Templates may be configured to align with GASB presentation requirements.

Report Studio supports linking financial schedules directly to live data tables, eliminating manual re-entry of figures. Financial statements, supporting schedules, and notes can be generated within the same reporting framework used for budget documentation.



	General	Capital Projects	Community Development Block Grant	Debt Service	Total Nonmajor Funds	Total Governmental Funds
Assets						
Cash	8,181,444	2,270,694	1,089,244	708,788	2,140,653	14,390,823
Investments	14,989,065	-	4,980,521	1,000,000	538,805	21,508,391
Receivables (net of allowance for uncollectibles)	6,067,247	-	-	4,304,918	3,968	10,376,133
Intergovernmental receivable	513,579	2,408,817	507,459	-	685,673	4,115,528
Lease receivable	301,773	-	-	-	-	301,773
Due from other funds	435,148	-	335,895	-	-	771,043
Due from component unit	32,615	-	-	-	-	32,615
Inventories	806,623	-	-	-	-	806,623
Prepaid items	48,114	-	-	-	614	48,728
PPP receivable	2,364,241	-	-	-	-	2,364,241
Total assets	**33,739,849**	**4,679,511**	**6,913,119**	**6,013,706**	**3,369,713**	**54,715,898**
Liabilities						
Accounts payable	3,670,348	213,708	-	-	492,731	4,376,787
Contracts payable	-	-	1,129,196	-	-	1,129,196

Report Studio ACFR output

Options 2 and 3

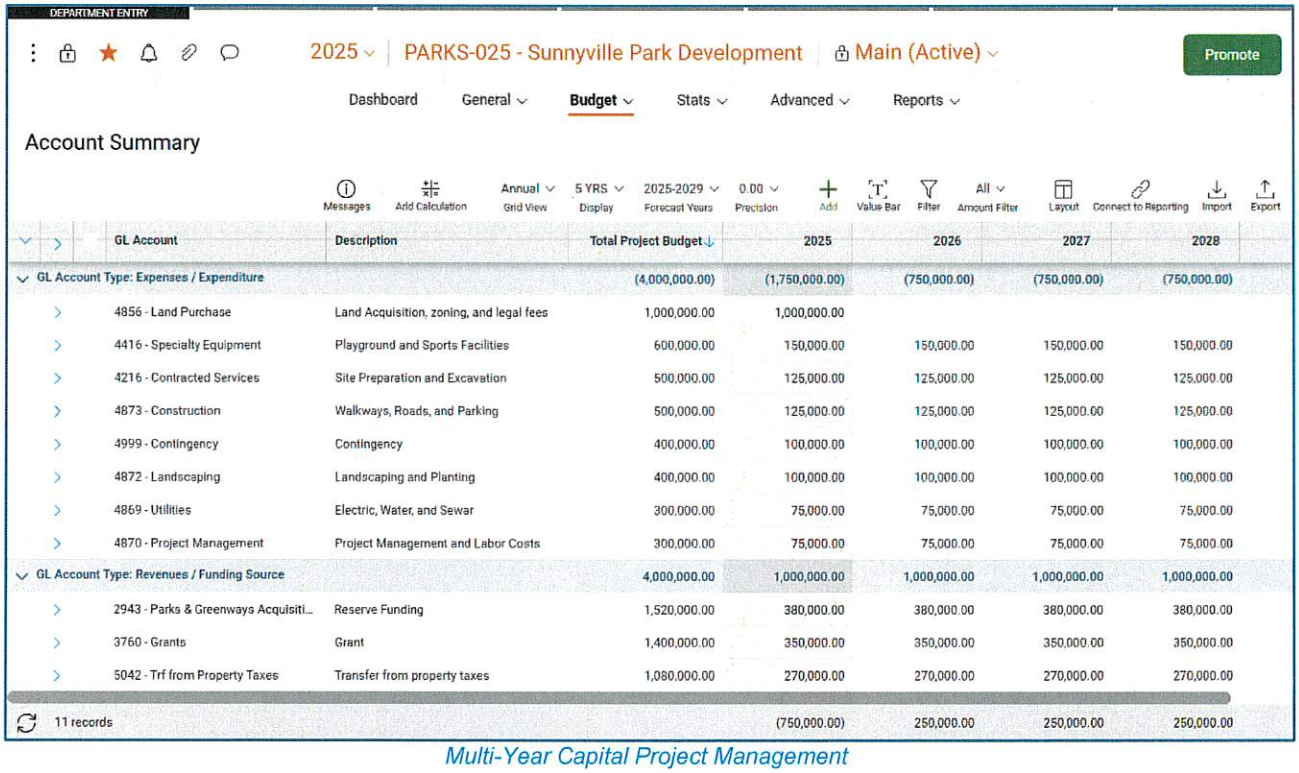
Although the County is primarily interested in purchasing budget software, the County requests that Bidders also provide quotes for the following additional services (see Pricing Sheet):

i. Capital Improvement: Able to do multi-year CIP planning, with the ability to integrate into the operating budget. Should allow for CIP breakdown/descriptions.

EUNA RESPONSE:

The optional Capital module centralizes Cumberland County's Capital Improvement Plan (CIP) development within the same user interface for Operating and Personnel budgets. The module supports the creation of multi-year capital projects aligned to the County's five-year planning horizon, with flexible timelines that may be structured annually, quarterly, or monthly. Historical capital data, including prior budgets and actual expenditures, can be imported for reference and comparison.

Capital projects are established as individual records that include defined start and end years, funding sources, expenditure categories, and detailed descriptive narratives. Users may attach supporting documentation and provide breakdowns of project components to document scope and justification. Projects can be categorized by department, asset type, funding source, project area, or status to align with the County's organizational and reporting structure. Fund balances are tracked.

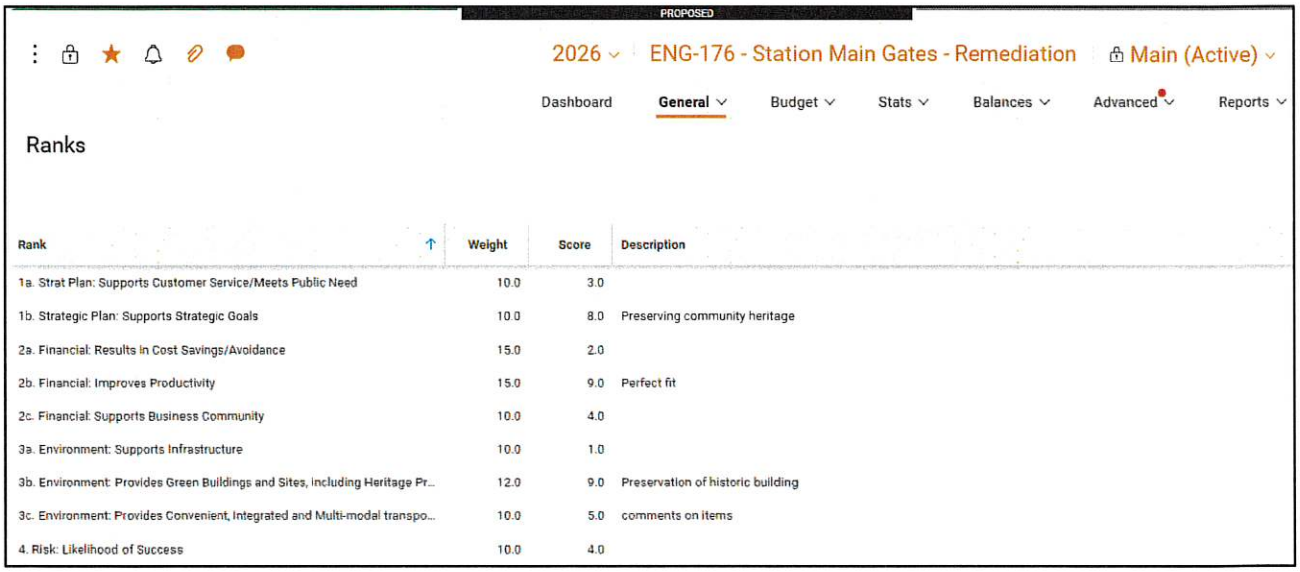


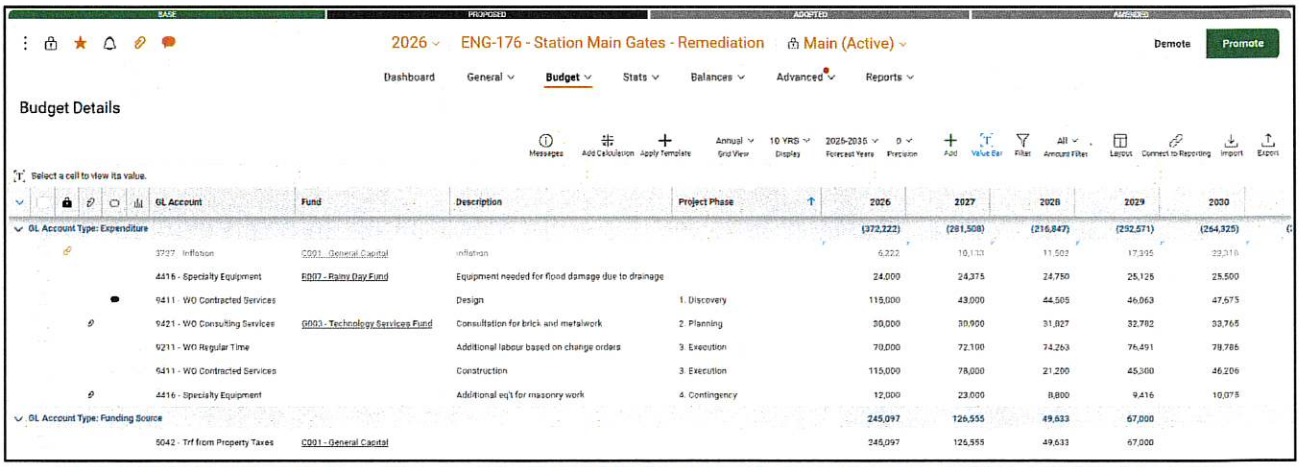
GL Account	Description	Total Project Budget	2025	2026	2027	2028
GL Account Type: Expenses / Expenditure		(4,000,000.00)	(1,750,000.00)	(750,000.00)	(750,000.00)	(750,000.00)
4856 - Land Purchase	Land Acquisition, zoning, and legal fees	1,000,000.00	1,000,000.00			
4416 - Specialty Equipment	Playground and Sports Facilities	600,000.00	150,000.00	150,000.00	150,000.00	150,000.00
4216 - Contracted Services	Site Preparation and Excavation	500,000.00	125,000.00	125,000.00	125,000.00	125,000.00
4873 - Construction	Walkways, Roads, and Parking	500,000.00	125,000.00	125,000.00	125,000.00	125,000.00
4999 - Contingency	Contingency	400,000.00	100,000.00	100,000.00	100,000.00	100,000.00
4872 - Landscaping	Landscaping and Planting	400,000.00	100,000.00	100,000.00	100,000.00	100,000.00
4869 - Utilities	Electric, Water, and Sewar	300,000.00	75,000.00	75,000.00	75,000.00	75,000.00
4870 - Project Management	Project Management and Labor Costs	300,000.00	75,000.00	75,000.00	75,000.00	75,000.00
GL Account Type: Revenues / Funding Source		4,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
2943 - Parks & Greenways Acquisiti...	Reserve Funding	1,520,000.00	380,000.00	380,000.00	380,000.00	380,000.00
3760 - Grants	Grant	1,400,000.00	350,000.00	350,000.00	350,000.00	350,000.00
5042 - Trf from Property Taxes	Transfer from property taxes	1,080,000.00	270,000.00	270,000.00	270,000.00	270,000.00
11 records			(750,000.00)	250,000.00	250,000.00	250,000.00

Multi-Year Capital Project Management

The module supports ongoing monitoring of project expenditures and funding sources. Users may review actual revenues and expenditures for capital projects and update forecasted cash flows as needed. Where capital projects have associated operating impacts, those projected costs can be reflected in the Operating budget structure, maintaining alignment between capital planning and operating projections.

Capital project requests move through a configurable workflow process integrated within Euna Budget, allowing review and approval stages similar to the Operating budget. The module also supports project ranking using user-defined criteria and allows multiple capital planning scenarios to be developed and compared within the system.





Capital Project Entry Workflow - Showing the CIP submission form with project stages, ranking, and filtering controls.

ii. ACFR and Budget Book: Generates fully structured ACFR reports with GASB-integrated notes and convert validated budget data directly into GFOA-aligned Budget books.

EUNA RESPONSE:

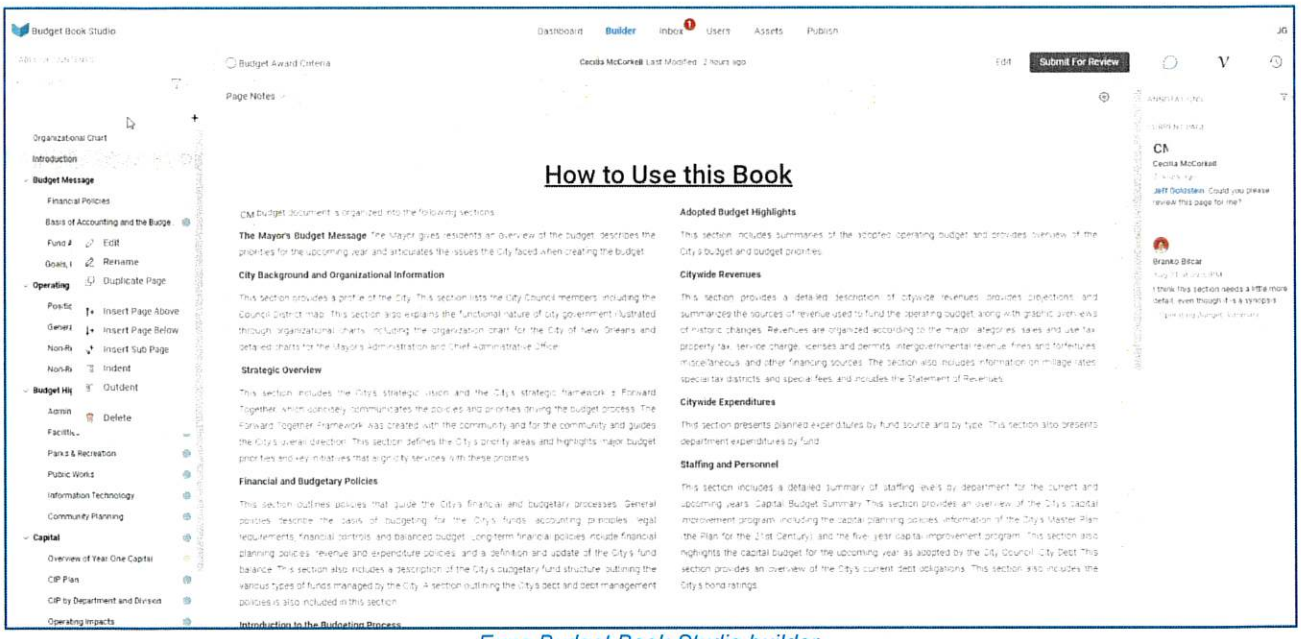
As noted above, Euna provides structured ACFR reporting capability through its OpenBook Report Studio module. Report Studio enables the preparation of formal ACFR documents using validated financial data maintained within the Euna Budget environment. Financial schedules and GASB-aligned notes are generated from configured reporting tables, ensuring consistency between underlying financial data and published reports. Data may originate directly from approved budget and actual

datasets within Euna Budget or be synchronized from source financial systems where appropriate. ACFR templates are configurable to align with the County's reporting structure, and values refresh automatically when updated data is approved, maintaining traceability and version control throughout the reporting process.

For budget document preparation, Euna's Budget Book Studio (BBS) provides a structured, GFOA-aligned solution built on the OpenBook platform. BBS leverages financial data and narratives directly from Euna Budget without requiring re-entry or manual transfer of information. The resulting document contains live financial tables rather than screenshots, searchable content, and synchronized data updates through push-button refresh functionality. Budget Book Studio supports templated layouts designed specifically for public sector organizations, a built-in GFOA checklist to track award criteria, version control for internal and public releases, workflow and approvals for coordinated document development, and PDF export for printing requirements.

BBS also includes industry-leading accessibility support with built-in ADA compliance checks, eliminating the need for separate remediation processes. Narrative content, variables, charts, and financial tables remain linked to approved budget data, ensuring alignment between adopted figures and published materials. When paired with OpenBook's interactive transparency capabilities, the County may publish digital versions of its budget documents alongside interactive financial dashboards within the same managed framework.

Euna Budget Book Studio sample screenshot



Euna Budget Book Studio builder

Section 3 - Additional Information

Experience, Qualifications, and Past Performance

Euna Budget brings more than 27 years of exclusive focus in public sector budgeting and forecasting, with over 1,000 successful government implementations across North America. Since implementing our first public sector budgeting solution in 1998, Euna Budget has been continuously refined based on decades of real-world budget cycle feedback. Today, Euna Budget supports municipalities, counties, and special districts, managing billions in public funds annually. Our longevity, product maturity, and 98% customer retention rate reflect both platform stability and our commitment to long-term partnerships with government finance teams.

Euna Solutions provides cloud-based software designed specifically for government and public institutions, supporting financial planning, procurement, grants management, payments, and transparency initiatives for over 3,400 active customers.

Euna has extensive experience serving counties and municipalities comparable in size and complexity to Cumberland County. Similar public sector organizations using Euna Budget include Gloucester County, VA, Gilchrist County, FL, Tazewell County, IL, and Douglas County, WA as well as numerous mid-sized cities and counties across the United States.

In Maine specifically, Euna Budget is trusted by multiple public sector organizations, including the City of Presque Isle, demonstrating our familiarity with the State's municipal and county budgeting environments. Across these engagements, Euna has successfully supported operating, personnel, and capital budgeting, multi-year forecasting, capital improvement planning, and ERP integrations, ensuring each organization's budgeting framework is preserved while modernizing process and controls.

Our success over nearly three decades is rooted in three core strengths: intuitive and user-friendly software, a proven implementation track record, and a disciplined delivery methodology. Euna Budget is purpose-built for the public sector and designed for finance and departmental users alike, providing configurable workflows, automated calculations, audit trails, and scenario modeling without reliance on fragile spreadsheets. Our hybrid Agile/Waterfall implementation methodology has been refined through decades of municipal deployments and emphasizes clear requirements, stakeholder engagement, governance, and iterative configuration to ensure systems are delivered on time and aligned with organizational processes. Over the past 24 months alone, Euna has launched more than 250 budget implementations, with no projects ending prematurely

Euna commits capable, experienced personnel to every engagement. Our implementation teams are led by seasoned public sector professionals with deep backgrounds in budgeting, financial systems, capital planning, HR/payroll integrations, and enterprise system deployments. Unlike vendors that outsource implementation or support, Euna manages all phases of delivery (project management, configuration, integration, training, and post-implementation support) with in-house experts.

This "full-service" model ensures accountability, continuity, and a single point of responsibility throughout the contract lifecycle and for Cumberland County, this means a dedicated implementation manager, technical integration specialists, training leadership, and ongoing customer success support, all backed by a stable organization with the scale, expertise, and public sector focus required to execute the services outlined in this RFP successfully.

References

1. Gloucester County VA

- Annual budget: $120 million
- Financial system: SunGard
- Modules Implemented: Operating, Personnel, Capital, OpenBook
- Completed: December 2017

Contact Information:
Maria Calloway, CPA, MSA - Director of Financial Services
Phone: (804) 693-1385
Email: mcalloway@gloucesterva.info

Project Overview
Euna Budget Professional was implemented for Gloucester County to support the full budget lifecycle, including operating, personnel, and capital planning, in coordination with its annual budget process and five-year Capital Improvement Plan (CIP). Gloucester County prepares an annual CIP that identifies and prioritizes capital needs, assesses funding sources, and evaluates impacts on operating budgets for long-lived assets such as facility renovations, infrastructure repairs, waterline replacements, and school HVAC upgrades.

The capital budgeting component provided structured workflows for CIP submission, scoring, and prioritization across multiple departments, including Engineering, Planning & Zoning, and Public Works, ensuring consistent evaluation of projects such as school bus replacement cycles, beach park renovations, elevator replacements, and utility upgrades. OpenBook was deployed to publish key budget and CIP information for public transparency, making planned projects and fiscal strategies accessible to residents and Board of Supervisors stakeholders. The integrated personnel and operating modules supported the county's annual budget development, including staffing projections and cost forecasts tied to board-approved salary and benefit assumptions.

2. City of Glendale, AZ

- Annual budget: $1 billion+
- Financial system: Tyler Munis
- Modules Implemented: Operating, Personnel, Capital, OpenBook, Budget Book Studio
- Completed: March 2024

Contact Information:
Silke Blaine - Senior Budget & Research Analyst
Phone: (623) 930-3104
Email: sblaine@glendaleaz.com

Project Overview
Euna Budget was implemented as an enterprise-wide budgeting and financial planning platform fully integrated with Tyler Munis to support Glendale's $1B+ operating and multi-year capital program. The implementation included configuration of operating, personnel, and capital modules aligned to the City's chart of accounts, fund structure, and department hierarchy. Personnel planning was integrated with Munis payroll data to support salary and benefit forecasting, while the capital module was structured to manage the City's multi-year Capital Improvement Plan, which includes infrastructure investments in streets, water and wastewater systems, public safety facilities, and park improvements.

Workflow routing, version control, and approval hierarchies were configured to replace spreadsheet-driven submissions with standardized, auditable processes. OpenBook was deployed to provide public-facing financial transparency, and Budget Book Studio was implemented to automate production of the City's annual budget document directly from approved system data. The project was completed in March 2024 in alignment with the City's fiscal calendar and implementation schedule.

3. Town of Middletown, DE

- Annual budget: $56 million
- Financial system: Edmunds GovTech
- Modules Implemented: Operating, Personnel, Capital
- Completed: August 2019

Contact Information:
Tyler Reynolds - Finance Director
Phone: (302) 378-2711 ext. 2226
Email: TReynolds@Middletown.Delaware.Gov

Project Overview
Euna Budget was implemented for the Town of Middletown to replace disparate spreadsheet processes with a unified, multi-module budgeting platform integrated with the town's Edmunds GovTech financial system. The project included configuration of operating, personnel, and capital modules to reflect Middletown's organizational structure, chart of accounts, and multi-fund budget framework. Personnel planning was aligned to position data and benefit assumptions, while the capital module supported structured planning for facility upgrades, street rehabilitation, and equipment replacement schedules typical of growing suburban budgets.

Workflow routing, version control, and approval stages were defined to formalize budget submission and review cycles across departments. Dimension hierarchies, allocation rules, and forecast drivers were configured during implementation to support consistent rollups and multi-year comparisons. The project was completed in August 2019 according to the established schedule, delivering a centralized planning environment tailored to the Town's financial structure and reporting needs.

Summary

Euna Solutions appreciates the opportunity to respond to Cumberland County- Request For Proposals (RFP) Budget Preparation Software.

Cumberland County has clearly defined its objective: to transition from a spreadsheet-driven budgeting process to a secure, enterprise-grade financial planning platform that strengthens data integrity, reduces manual reconciliation, and supports long-term reporting and transparency.

Euna Budget is purpose-built for public sector governments and is designed to preserve the County's existing budget structure while modernizing how operating, personnel, and capital plans are developed, reviewed, approved, and reported. And with Euna's professional services for implementation, integration, configuration, training, and post-implementation customer support, your team will have 'one hand to shake' and will have our commitment to ***getting it right the first time***!

We greatly appreciate your effort in reviewing our submission and hope the information we've provided assists the County in the next steps of your procurement journey.

Chris Olsen
Senior Account Executive - Euna Solutions
844-226-3862 X224
christine.olsen@eunasolutions.com

Cumberland County - RFP - BUDGET PREPARATION SOFTWARE

Final Audit Report 2026-03-18

Created:	2026-03-18
By:	Anton Guan (Anton.Guan@eunasolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmE-8_9S1OkGLrWB6Uij4uhDu-CWvDebR

"Cumberland County - RFP - BUDGET PREPARATION SOFTWARE" History

Document created by Anton Guan (Anton.Guan@eunasolutions.com)
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2026-03-18 - 1:18:05 PM GMT

Email viewed by Andrew Stolz (andrew.stolz@eunasolutions.com)
2026-03-18 - 4:26:15 PM GMT

Document e-signed by Andrew Stolz (andrew.stolz@eunasolutions.com)
Signature Date: 2026-03-18 - 4:26:32 PM GMT - Time Source: server

Agreement completed.
2026-03-18 - 4:26:32 PM GMT

Euna Order Form

Euna Solutions, Inc.
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

Bill To:

Cumberland County, ME
142 Federal St Ste 5
Portland, Maine 04101
United States

End User:

Cumberland County, ME
142 Federal St Ste 5
Portland, Maine 04101
United States

Prepared by:

Chris Olsen
christine.olsen@eunasolutions.com

Quote Expiry Date: 2026-04-27

Subscription Term: 36 months

Euna Solution Line: Euna Budget

Annual Subscriptions

Description	SKU Code	Quantity
ACFR	BTPR-SW-51	1
Operating Budgeting + Capital + Personnel Budgeting + OpenBook + Budget Book	BTPR-SW-96	1
	Recurring Annual Fees:	$36,660.00

Professional Services

Description	SKU Code	Quantity
Budget Book Implementation - Essentials	BTPR-PS-321	1
Capital Budgeting Implementation - Essentials	BTPR-PS-41	1
OpenBook & Report Studio Implementation - Essentials	BTPR-PS-316	1
Operating Budgeting Implementation - Essentials CSV	BTPR-PS-21	1
Personnel Budgeting Implementation - Essentials	BTPR-PS-51	1
Single Sign-On	BTPR-PS-261	1
Financial Statements Balance Sheet Integration	BTPR-PS-271	1
ACFR Implementation - Essentials	BTPR-PS-276	1
Financial Statements Feature Configuration	BTPR-PS-266	1
	Non-Recurring Fees:	$14,150.00

ORDER NOTES

Fees By Period:

Period	Price
1	$50,810.00
2	$37,760.00
3	$38,893.00

Terms of Payment:

- Net 30
- Applicable sales tax extra
- Annual Subscriptions
  - Due 100% upon Order Form Acceptance Date.
- One-Time Services
  - Due 100% upon Order Form Acceptance Date.

ACCEPTANCE

Cumberland County, ME

Signature: _____

Name: _____

Title: _____

Acceptance Date: _____

Terms and Conditions

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at End User License Agreement | Euna Solutions (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.

EUNA® solutions

Statement of Work

Prepared for: Cumberland County, ME
Project Name: Cumberland County, ME - EB Pro RFP

Version	Date	Author	Description of Changes
1.0	April 8, 2026	Chris Olsen	SOW Creation

1. Introduction & Purpose

This Statement of Work ("SOW") is entered into and by Euna Solutions ("Euna") and **Cumberland County, ME** ("the Customer"). This SOW is issued under, and fully incorporates, the terms and conditions set out in the Order Form and any associated legal terms as previously agreed between Euna and the Customer. All services and transactions provided through this SOW will follow the terms of this SOW, the End User License Agreement or Master Services Agreement, together referred to as (the "Agreement"), and any related purchase order (PO). If there is any conflict between this SOW and the Agreement, the Agreement will take precedence.

1.1 Purpose

The purpose of this SOW is to outline the functional and implementation scope, services, responsibilities, period of performance, and terms of engagement for the deployment of **Euna Budget** (the "Solution") for the Customer.

1.2 Organizational Scope

At the organizational level, Euna and the Customer commit to a collaborative partnership throughout the implementation. Both parties will designate primary points of contact to facilitate communication, align objectives, and address issues efficiently throughout the project lifecycle.

Mutual obligations include transparent sharing of information, timely feedback, and active engagement in key decision-making milestones. Euna will coordinate all implementation activities, ensure project status reporting, and deliver professional services to configure, integrate, and support the Solution. The Customer will provide access to relevant resources, subject matter experts, and data as required to enable successful deployment and adoption.

All parties are expected to operate in good faith, upholding agreed-upon standards for responsiveness and availability, with a shared commitment to the overall project timeline and quality objectives. These high-level organizational responsibilities set the foundation for more detailed roles and expectations, as outlined in subsequent sections of this SOW.

1.3 Period of Performance

Euna and the Customer agree to work in good faith to execute according to the mutually defined project timeline, which is developed during the discovery phase, and the agreed upon scope of work in order to achieve project milestones and deliverables. Euna and the Customer acknowledge that the achievement of milestones, deliverables, and any planned Go-Live date is dependent upon mutual cooperation and the fulfillment of agreed responsibilities. Adjustments to the timeline or scope may be made, as reasonably required, through the agreed upon change management process. Any extension of the Period of Performance must be documented through a mutually executed Change Order or Amendment.

1.3.1 Expiration of Services

Unless otherwise agreed in writing by both parties, the obligation of Euna to provide professional services under this SOW will automatically expire upon the earlier of:

- Completion of the services described in this SOW; or
- Twelve (12) months from the Effective Date of the applicable Order Form

If the Services are not completed within the initial services period, the parties may extend the period of performance by mutual written agreement through a Change Order or amendment. Any such extension may include revised timelines, assumptions, resource scheduling, and applicable fees based on the remaining scope of Services. Euna will consider reasonable extension requests in good faith, subject to resource availability and mutual agreement. Prior to executing any extension, Euna will provide Customer with a written summary of any revised fees, resource costs, or other cost impacts associated with the extended period of performance, and no such costs shall be binding on Customer unless and until both parties have executed a Change Order or amendment reflecting the agreed-upon terms. Customer's execution of such Change Order or amendment shall constitute acceptance of the revised timeline, scope assumptions, and any applicable cost adjustments set forth therein.

1.3.1 Customer Delay Charges

If Euna reasonably determines that a Customer-caused delay is likely to result in additional fees, schedule impacts, or resourcing inefficiencies, Euna will provide prompt written notice to Customer describing the cause of the delay and the anticipated impact. The parties will work together in good faith to mitigate such impact through rescheduling or other appropriate corrective action.
Where Customer-caused delays result in additional costs, Euna will document such costs and present them to Customer through the applicable change control process. Any material changes to fees, timing, or scope arising from such delays will be subject to mutual written agreement via Change Order or amendment prior to invoicing. For the avoidance of doubt, Euna's obligation to continue performance shall not be conditioned on Customer's approval of any proposed Change Order, and Euna reserves the right to adjust project scheduling and resource allocation where Customer-caused delays materially impact Euna's ability to perform.

Such charges will be billed in accordance with Euna’s then-current professional services rate card and are in addition to the fixed or milestone fees described in this SOW. Delays caused by Euna will not trigger such charges.

2. Scope of Work

The scope of this engagement encompasses the implementation and enablement of one or more Euna software applications. The specific products to be implemented are detailed in the accompanying Order Form 00014758 and will determine the configuration and project structure that follows.

2.1 Project Scope Overview

Euna Budget Pro is a cloud-based software as a service (SaaS) solution hosted by Euna using Microsoft Azure. Euna Budget offers robust support for public sector budget formulation, including operating, personnel, and capital budgeting. Customers may also utilize forecasting tools, scenario planning modules, and amendment workflows to manage dynamic fiscal planning.

2.1.1 In Scope Overview

The following Euna Budget components and services are included in implementation of the Solution:

- Personnel Planning & Budgeting Module
- Capital Module
- Transparency & Reporting
- Operating Module
- Euna Budget Configuration & Shared Components
- Financial Statements

Production System

As per hosting agreement, Euna will establish a single production instance of the Euna Budget system. Note that in addition to the hosted production system, the Customer must provide user workstation environments as follows:

- A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release
- Microsoft .NET Runtime 4.68 installed
- Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required)
- Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required)
- Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft has rebranded this "Power BI Report Builder"

Sandbox System

A single sandbox environment is hosted for the Customer's development/test/QA/training needs. It is refreshed on demand by administrative users from within the application and is a clone of the production database. Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes. Any additional in scope sandbox environments will be included in the Detailed Scope of Work in Section 2.2.

Project Management & Analysis

The scope includes overhead of project management and analysis. Euna will assign an implementation manager (PM) to lead this implementation on Euna’s behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this SOW. The project management approach and roles and responsibilities associated with this SOW are outlined in more detail in Sections 3 and 4, respectively.

The time allocated to project management is estimated at 23 weeks contiguous from project kickoff. Any additional, customer-specific, weeks of project management that are in scope will be included in Section 2.2 scope tables below. Where delays are not on the part of Euna Solutions, additional project management and analysis beyond this limit may be billable at Euna Solutions' standard services rate.

Data Loading

The Customer can use the software's user interface or Euna Budget's Microsoft Excel export/import feature to further amend and maintain data, or to load data where this is a Customer task. For example, where Euna’s work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the Customer can load using The Solution’s export/import feature.

Standard Entities and Data Structures

The Euna Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror the Customer's data structures, notably the chart of accounts that is unique to the Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match the Customer's terminology
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division
- The General Ledger (GL) Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, Financial Statements, and Performance)
- GL Account Categories must be categorized as containing either a revenue or expenditure account (accommodation is made for other account types in the Financial Statements module)
- Euna Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe

A list of the standard entities and their relationship is available upon request.

Application-Level Security

Euna will assist the Customer in determining how and when to use the various security levels available within Euna Budget. The Customer will be responsible for configuring roles, uploading users and assigning them to groups and roles.

Standard Reports

Provision of Euna Budget's standard reports. These reports are provided as-is and may not fully address the Customer's specific reporting requirements.

Administrator Authored Reporting

Euna Budget's reporting infrastructure allows users to create ad-hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad-hoc view requires a base “entity” (database table), which can be one of Euna Budget's native data entities; a user configured entity; or a custom built “report entity” which consolidates the data from multiple entities and presents it to the ad-hoc view as a single entity ready to report on.

2.1.2 Out of Scope

Any product or service not explicitly listed in Section 2.2 below is considered out of scope. Additionally, the following items are out of scope including but not limited to:

- Major redesign of Chart of Accounts

- Development of non-standard integrations not listed in this SOW
- Data cleanup or reformatting of historical data

2.2 Detailed Scope of Work

The following Euna Budget components and services are included in this SOW.

Euna Budget Configuration & Shared Components	Description
Single Sign-On	Configure production instance of Euna Budget to use the Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon. Euna is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.

Operating Module	Description
Operating Budgeting Implementation - Essentials CSV	All items below are customer tasks - Euna will provide guidance and instruction to the Customer on how to compile data and configure their Euna Budget Pro instance. Configuration and data import of the following Euna standard data structures: - Division/Department hierarchy - Fund Categories and Funds - Account Categories and Expense and Revenue GL accounts - Other COA dimensions Configuration and data import of standard Euna Operating data structures. At a minimum, the data will be sufficient to: - Create Costing Centers (for each historical and current/future budget year to be loaded) - Add Costing Centers to Departments - Associate GL accounts to budgets and actuals - Define Budget Promotion Stages Budget Process Configuration: Define and configure the statuses, stages, snapshots, additional fields, forms, grids and change request types required to support all fundamental budgeting processes. Import multiple years of operating budgets: Create dollar budget line items with GL Accounts at the Costing Center level. Integrations: Budget Export Integration: Interface to export the adopted budget from Euna into the Customer's general ledger system. 1 point of budget export integration is included. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Euna ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.

Operating Module	Description
	* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee. GL Actuals Import Integration: Interface to copy/import financial Actuals into the Euna Operating module from the Customer's general ledger system. This interface may be automated to run on a schedule. 1 point of actuals import integration is included. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 1. AccountStructure 2. TransactionDate 3. Amount Additional fields/columns may be added, upon the discretion of the Customer, as long as they follow Euna Budget Pro's format. Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Euna. * If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee. The implementation of this module includes one training session for training trainers, advanced users and application administrators in the features and use of the Operating module.

Personnel Planning & Budgeting Module	Description
Personnel Budgeting Implementation - Essentials	All items below are customer tasks - Euna will provide guidance and instruction to the Customer on how to compile data and configure their Euna Budget Pro instance. The Euna Personnel module is not loaded or used for historical fiscal years. It will be configured only for one fiscal year which should be either: - Current fiscal year: the Customer will be able to verify the structure by "publishing" the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year. - New budget year (first year for which a new budget is being built using Euna).

Personnel Planning & Budgeting Module	Description
	Note that once in the system, all personnel data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state Import of Positions & Employees, Grades & Scales and Position Costing. Creation of Benefits (Modifiers) to generate supplementary personnel costs such as benefits, allowances and insurance. The implementation of this module includes one training session for training trainers, advanced users and application administrators in the features and use of the Personnel module.

Capital Module	Description
Capital Budgeting Implementation - Essentials	All items below are customer tasks - Euna will provide guidance and instruction to the Customer on how to compile data and configure their Euna Budget Pro instance. Configuration and data import of the following Euna Budget standard data structures, using data supplied by the Customer in Excel® workbooks provided by Euna, if not already done as part of the Operating Module implementation: - Division/Department hierarchy - Fund categories and funds - Account categories and expense and revenue GL accounts - Statistical account categories and statistical accounts - Other Chart of Account segment values Configuration and data import of standard Euna Capital data structures. At a minimum, the data will be sufficient to: - Create Projects (including closed projects where historical budget is being loaded) - Add Projects to the list of Departments that are consistent with, and shared by, the Operating module - Define Project Promotion Stages The configuration data may optionally contain data to: - Define Asset Categories & Asset Types - Define a Single Set of Project Ranking Metrics Import multiple years of capital budgets: Create dollar budget line items with GL Accounts at the Project level. Integrations: Budget Export Integration: Interface to export the adopted budget from Euna into the Customer's general ledger system. 1 point of budget export integration is included. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through

Capital Module	Description
	a RESTful API call to a Euna ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. * If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee. GL Actuals Import Integration: Interface to copy/import financial Actuals into the Euna Capital module from the Customer's general ledger system. This interface may be automated to run on a schedule. 1 point of actuals import integration is included. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 1. AccountStructure 2. TransactionDate 3. Amount Additional fields/columns may be added, upon the discretion of the Customer, provided they follow Euna Budget Pro's format. Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example project, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Euna. * If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee. The implementation of this module includes one training session for training trainers, advanced users and application administrators in the features and use of the Capital module. Configuration and data import of the following Euna Budget standard data structures, using data supplied by the Customer in Excel® workbooks provided by Euna, if not already done as part of the Operating Module implementation: - Division/Department hierarchy - Fund categories and funds - Account categories and expense and revenue GL accounts - Statistical account categories and statistical accounts - Other Chart of Account segment values Configuration and data import of standard Euna Capital data structures. At a

Capital Module	Description
	minimum, the data will be sufficient to: - Create Projects (including closed projects where historical budget is being loaded) - Add Projects to the list of Departments that are consistent with, and shared by, the Operating module - Define Project Promotion Stages The configuration data may optionally contain data to: - Define Asset Categories & Asset Types - Define a Single Set of Project Ranking Metrics Import multiple years of capital budgets: Create dollar budget line items with GL Accounts at the Project level. Integrations: Budget Export Integration: Interface to export the adopted budget from Euna into The Customer's general ledger system. 1 point of budget export integration is included. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Euna ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. * If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee. GL Actuals Import Integration: Interface to copy/import financial Actuals into the Euna Capital module from The Customer's general ledger system. This interface may be automated to run on a schedule. 1 point of actuals import integration is included. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 1. AccountStructure 2. TransactionDate 3. Amount Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Euna Budget Pro's format. Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example project, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Euna. * If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding

Capital Module	Description
	this for a one-time set-up fee. The implementation of this module includes one training session for training trainers, advanced users and application administrators in the features and use of the Capital module.

Financial Statements	Description
Financial Statements Feature Configuration	Configuration and data import of standard Euna Budget financial statement data structures, using data supplied by the Customer in Excel® workbooks provided by Euna: - Balance Sheet Categories and Accounts - Balance Sheet Actual Cost Types - Cash Flow Categories - Lines of Cash Flow Reporting Euna will import 2 fiscal years of balance forecast data. Euna Solutions will repeat the import once, to accommodate a refresh prior to going live. All years must have a chart of account structure that is the same as, or a subset of, the initial budget.
Financial Statements Balance Sheet Integration	Automated facility to transfer actual data from the Customer's general ledger to the Euna Budget financial statements at a transaction level on a daily basis when automatically scheduled; and/or on demand. This integration imports transactions (changes to the balance) rather than the current balance. Euna Solutions will create no more than 1 point of integration for the balance actuals.

Transparency & Reporting	Description
OpenBook & Report Studio Implementation - Essentials	For OpenBook and Report Studio implementation: - Self guided training materials for OpenBook to be provided by Euna - Customer will configure ad hoc views in Euna Budget* as a convenient source of OpenBook Core data. The Customer can configure as many additional views as required - Customer will configure OpenBook Core Visualizations and Stories - Euna will train the Customer how to use Report Studio to a limit of 2 hours consulting time. The customer can configure as many reports as required - System Administration of OpenBook is a customer task * Where the source system is not Euna Budget Professional, the Customer is responsible for providing clean, well organized data in CSV file for upload. In these cases, changes must be uploaded using point in time data files, as the system does not support automated synchronization from external sources.
Budget Book Implementation - Essentials	The Customer can add multiple Budget Books to their OpenBook site following their approval workflow in "Budget Book Studio". Budget Books are built with a

Transparency & Reporting	Description
	customer-defined layout of data tables, reports, paragraphs of text, images, charts, and can embed OpenBook's “highlights” and “spotlights”. Euna will provide advice, instruction and discuss configuration strategies cooperatively with the Customer. The Customer will work to configure all system requirements. Euna services include: - Self Guided Training materials - Live cohort and office hours sessions as a group learning environment Customer Tasks: - Creation of “views” in Euna Budget * (Note: Budget Book is not suitable for arbitraty data mapping, complex (re)calculation of values, and/or reporting of budget using roll-ups and segments other than those by which the budget is built and managed in Euna Budget) - Development of reports in Report Studio - Configuration & testing of data integration from Euna Budget * - Creation and development of Budget Books - All other system configuration * Where the source system is not Euna Budget Professional, the Customer is responsible for providing clean, well organized data in CSV file for upload. In these cases, changes must be uploaded using point in time data files, as the system does not support automated synchronization from external sources.
ACFR Implementation - Essentials	The Customer can create an Annual Comprehensive Financial Report (ACFR) in their OpenBook site using Report Studio and an approval workflow in “Budget Book Studio”. ACFRs are built with a customer-defined layout of data tables, reports, paragraphs of text, images, charts, and can embed OpenBook's “highlights” and “spotlights”. Euna Solutions will assist in configuring the ACFR over a period not exceeding 8 weeks, to a limit of 10 hours. Euna services include: - Training, including an optional introduction for newcomers to OpenBook - Review source budget, financial and statistical data such as account groups, funds, departments, report categories and performance metrics - Configuration of an ACFR to support these structures (Note: OpenBook, Budget Book Studio and Report Studio are not suitable for arbitrary data mapping, complex (re)calculation of values, and/or reporting using roll-ups and segments other than those by which the budget, balance sheet and stats is built and managed in Euna Budget.) - Creation of no more than two views in Euna Budget * - Development of no more than one report in Report Studio featuring calculated rows or columns and sub-totaling, with no custom formatting - Configuration & testing of data integration from Euna Budget * - Configure standard content and assist with requested changes to standard format - Guidance on completing tasks, including: - manual input of values deemed non-automatable

Transparency & Reporting	Description
	- insertion of unstructured data from files such as images, maps, award certificates, and charts - sharing experience of layout and content options - Miscellaneous configuration and content authoring assistance - Overview of the ACFR checklist and starter template * Where the source system is not Euna Budget Professional, the Customer is responsible for providing clean, well organized data in CSV file for upload. In these cases, changes must be uploaded using point in time data files, as the system does not support automated synchronization from external sources.

2.3 Customer-Specific Work

Customer-specific work includes client business rules (CBRs), modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, specialized reporting and dashboard requirements, and ad-hoc entities.

Any customer-specific work not explicitly enumerated in Section 2.2 of this SOW is out of scope. If the Customer requests additional work, Euna will evaluate feasibility at its sole discretion. If Euna determines the work is feasible and elects to proceed, such work will be authorized solely through a fully executed Change Order, which will specify the scope, deliverables, and an estimate for time and materials charges at Euna's then-current professional services rates. No customer-specific work will commence prior to execution of the applicable Change Order.

2.4 Integrations

“Integration” as used in this SOW refers to the automation of data exchange between Euna Budget Pro and 3rd party systems. For each of the integrations in scope, Euna shall be responsible for:

- Configuring data transformations, as described by the Customer during the implementation
- Providing the software interface into Euna Budget Pro, and the operational infrastructure required to manage the integration

Euna does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system’s integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a “cloud” environment, Euna is unlikely to be granted the local network access to the Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system

provides a web services interface that provides/accepts data required by the Customer. It will be the Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customer-specific integration:

- Records being copied into the Solution require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number)
- While it is likely that the Solution can accommodate any chart of account segments (“chart fields”), and Euna shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope
- Euna Budget integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Euna will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes
- Actuals Import integrations cannot be used to amend the budget

2.5 Data Conversion

Euna will provide standardized templates and guidance for the initial data load, including Chart of Accounts, budget data, and a limited number of prior years as agreed. The Customer is responsible for preparing and delivering clean, complete, and validated data. Data must align with the system’s relational model (e.g., consistent Chart of Accounts, funds, and departments). Final review and sign-off of converted data is the Customer’s responsibility.

Euna is not responsible for cleansing, reconciling, or reformatting Customer data; all data provided must be accurate, complete, and in the agreed format before loading. Failure by the Customer to provide clean, validated data in the required format may delay the project schedule, impact deliverable quality, and result in additional cost through a change order.

3. Project Management Approach

3.1 Project Management Methodology

Our professional services team uses a hybrid Agile/Waterfall project management approach that helps align project goals and outcomes with stakeholders. This combined approach emphasizes planning and documentation as well as collaboration between stakeholders and project teams. It allows for regular meetings with stakeholders to gather feedback and ensure that the project is progressing in the right direction.

3.2 Project Governance

Euna and the Customer will set up a clear governance framework to keep the project on track. This framework will define roles, meeting schedules, escalation paths, and decision-making processes to ensure quick issue resolution and smooth progress. Euna Solutions will support the Customer's project leadership by:

- Helping define governance and escalation processes
- Supporting change control
- Recommending meeting schedules and formats
- Advising on managing project risks, actions, and decisions

The Customer is ultimately accountable for governance, including timely decisions, approvals, prioritization, and resourcing. Euna is not responsible for delays or outcomes caused by the Customer's failure to meet these responsibilities. Delays in governance decisions or approvals may affect the project's schedule, deliverables, or costs. Such impacts will be managed through the change control process.

3.3 Project Planning

Following project kickoff, the Euna Project Manager or Representative will develop a working project plan in consultation with the Customer's Project Manager and designated team members. The project planning phase will establish the specific approach to implementing the project, including key milestones, deliverables, and responsibilities.

3.4 Implementation Approach

Our 27 years of budget software development and implementation experience guides our delivery methodology. At Euna, we emphasize flexibility, collaboration, and responsiveness – without enforcing rigid frameworks. By delivering solutions iteratively and engaging stakeholders throughout the process, we ensure that evolving needs are met efficiently and transparently. Customers benefit from a hybrid model that combines the adaptability of Agile with the discipline of milestone-based delivery. This means faster time-to-value, reduced rework, and confidence in both the process and the outcomes.

3.5 Implementation Timeline

A milestone marks a key point in the project where an important phase or deliverable is completed. Milestones provide visibility into project progress and support accountability for both parties throughout

the engagement. A deliverable is a specific, agreed-upon output of the work being performed, such as a configured system, completed data migration, or documented configuration.

Implementation timelines vary based on the number of products deployed, the complexity of the Customer's environment, and the availability of Customer data and stakeholders. Euna's implementation follows a phased approach progressing from discovery and configuration through testing and go-live. The specific sequencing and timing of project activities will be coordinated by the assigned Euna Project Manager or Representative in collaboration with the Customer's project team. No fixed milestones or delivery dates are committed to within this SOW.

3.6 Escalations

To ensure timely resolution of project issues, Euna and the Customer will follow a structured escalation path. This framework ensures that concerns are addressed at the right level, with clear accountability, consistent communication, and senior engagement when necessary.

Entry Point – Implementer

- **Role:** Implementation Manager, Project Manager, or Consultant
- **Purpose:** Serves as the primary point of contact for day-to-day project delivery
- **Responsibilities:** First escalation point, responsible for addressing issues directly, coordinating with supporting teams, and documenting details to support timely resolution

First-Level Management

- **Role:** Direct Manager of the Implementer
- **Purpose:** Provides management oversight and additional expertise to support resolution
- **Responsibilities:** Reviews the situation, engages other functional managers as needed, and ensures consistent, professional communication with the Customer

Director Level

- **Role:** Product-Line Director of Professional Services
- **Purpose:** Offers senior authority and broader organizational support to ensure resolution
- **Responsibilities:** Oversees escalations that require higher-level decision-making, additional resources, or broader coordination across teams

Senior Director / Executive Level

- **Role:** Senior Director of Professional Services or Chief Customer Officer
- **Purpose:** Ensures executive engagement and alignment at the highest level of the organization
- **Responsibilities:** Provides direct senior oversight, engages with Customer leadership when appropriate, and ensures resolution efforts align with overall partnership goals

3.7 Acceptance

All project milestones will go through a simple approval process to keep things clear and accountable. Euna will communicate that a project milestone is complete and ready for Customer sign-off. The Customer shall have five (5) business days to provide written notice of any non-conformance in reasonable detail. If no written notice is provided within that period, the deliverable shall be deemed

accepted. Requested changes will restart the review cycle. Final milestone approvals will be captured in project records.

Where deficiencies are identified, Euna shall have a reasonable opportunity to cure the documented issues. Acceptance shall not be unreasonably withheld, conditioned, or delayed. Disputes regarding acceptance shall be escalated pursuant to the Change Control Process outlined herein. Major scope changes and formal change requests also require written approval before moving forward.

The project will be considered complete when all deliverables defined in this SOW have been completed and accepted by the Customer in accordance with the acceptance criteria. Acceptance can be confirmed by sign-off, written approval, or documented live use of the system. Deliverables that meet requirements in substance will be accepted, even if small issues remain that don't affect core functionality.

3.8 Testing

Euna uses a structured testing process for Euna Budget that validates system functionality, performance, and data integrity prior to go-live. Testing responsibilities are shared between Euna and the Customer, with each phase designed to confirm stability and readiness of the configured environment.

- **System Testing:** System testing is conducted within the configured client environment to verify core functions, workflows, and permissions. Environment backups and restorations are performed through Euna DevOps, ensuring rollback capability if needed. Automated nightly performance jobs run on standard configurations to monitor application stability
- **Integration Testing:** Integration testing applies when data exchanges occur with external systems. For API integrations, Euna validates connectivity and data accuracy. For CSV imports, the Customer provides a sample file for testing; Euna runs the import, and the Customer reconciles results
- **Performance Testing:** Euna performs automated load and stress tests to confirm application stability and scalability under normal operating conditions. These tests help identify performance issues prior to production deployment
- **User Acceptance Testing (UAT):** UAT is led by the Customer to confirm that configured workflows meet business requirements. Euna provides a sample test script as a reference. The Customer conducts testing, records results, and determines acceptance; the Euna Implementation manager remains available for clarification or technical support as needed

3.9 Training

Training Approach

Euna Solutions' standard training model is to train the trainers / advanced users within the Customer's organization in all implemented aspects of the application. Training is a blend of online courseware and “live” training, via a web conference. In the case of video training, Euna’s PM will field outstanding questions after the scheduled viewing. Where a specialist trainer is “In Scope” below, this might be as a follow-up to a video or presentation of the entire course.

Training Schedule

Euna's PM will identify when training should be delivered during implementation. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively, the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Euna Budget.

Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in the SOW (Section 2.2).

Training Locations

Remote Training: Additional training provided by Euna will be delivered using web conferencing tools. Attendees can participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to the Customer for storage and dissemination using their own media repository.

Online Resources

Euna Solutions maintains a substantial library of online training courseware. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.

3.10 Support

During Implementation

Throughout implementation, Customers will receive support from a dedicated PM and the project team. The PM oversees scheduling, communication, and milestone completion, serving as the primary point of contact for project coordination and issue tracking. During this phase, all Customer questions or system-related issues are discussed during weekly project meetings with the PM. Responses are managed directly by the implementation team and verified through scheduled project meetings.

Steady-State Support

Following acceptance, ongoing support transitions to Euna's Support Services organization. This includes continuous maintenance, issue resolution, and product guidance for the life of the subscription. Support is available via phone at 1.844.226.3862 (Monday through Friday, 8:00 AM–8:00 PM ET, excluding major North American holidays), by email, or through the Euna Customer Portal at https://customer.eunasolutions.com/s/. The portal provides 24/7 access for case submission, tracking, and access to EunaHelp resources, including searchable documentation and training materials. Average response time is typically under two hours, with no cap on the number of support requests. The assigned CSM remains the Customer's ongoing liaison, coordinating periodic reviews, updates, and escalation management as required.

4. Roles and Responsibilities

4.1 Project Roles

4.1.1 Euna's Project Team

Euna will assign qualified personnel to deliver the services described in this SOW. All work will be performed in a professional manner consistent with industry best practices. Additional roles may be required depending on project scope, complexity, and Customer requirements. The complete team

structure, including both Euna and Customer roles, will be confirmed in the jointly developed Project Plan following contract execution. Euna reserves the right to substitute personnel with resources of equivalent qualifications and experience, with prior notice to the Customer.

Core Roles
At a minimum, Euna anticipates providing the following roles:

- **Executive Sponsor** – Provides overall strategic oversight and serves as an escalation point
- **Project Manager or Representative** – Responsible for day-to-day management, coordination, and reporting

4.1.2 Customer Team

The Customer agrees to provide sufficient staffing resources throughout the duration of the project to ensure a successful implementation. These Customer team roles may include:

- **Project Sponsor:** Senior leader who provides strategic direction and removes barriers to success
- **Project Manager / Coordinator:** Main liaison to the Euna project team. Responsible for internal coordination, scheduling, and approval cycles
- **Subject Matter Experts (SMEs):** Representatives from relevant departments who provide input into requirements, participate in meetings, testing, and training
- **System Administrator(s):** Staff who will manage the solution post-implementation and participate in configuration and administrative training
- **IT Support (as needed):** Assists with data extraction, testing, and internal system access/setup (e.g., SSO, integrations)

The Customer is responsible for ensuring timely access to relevant personnel, systems, and information as required to meet the project timeline. Lack of availability may result in delays or changes to the schedule.

4.2 Shared Responsibilities

Euna and the Customer agree that the implementation of the Solution is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Euna Solutions nor the Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

4.3 Customer Responsibilities

A comprehensive assignment of Customer responsibilities will be confirmed in the jointly developed Project Plan after project kick-off. Delays or deficiencies in Customer responsibilities may impact the project timeline, deliverables, or costs. Such impacts will be managed through the change control process. Typical Customer responsibilities include, but are not limited to:

- Providing timely responses to configuration and data validation requests
- Participating in meetings
- Participating in internal testing of configurations and training activities as appropriate
- Delivering accurate and complete data for migration
- Providing access to required technical resources where integrations are in scope
- Running the Customer's project according to its own standards, practices, and protocols
- Acting as the primary communication point with the Euna Project Manager

- Providing definitive responses on decision points
- Executing Customer deliverables in a timely manner and advising the Euna PM of expected completion dates
- Reviewing implementation training materials in a timely manner.
- Ensuring all Customer team members understand their roles and responsibilities
- Conducting and signing off on end-to-end testing (with Euna providing support)
- Performing all data validation
- Reviewing and providing formal approval (sign-off) on Euna deliverables

4.4 Euna Responsibilities

Euna will provide professional services to deliver the implementation described in this SOW. Euna's responsibilities include guiding the Customer through a structured implementation process, providing configuration expertise, training, and project oversight to support a successful deployment. Euna reserves the right to allocate resources as needed and may adjust staffing or delivery methods at its discretion, provided qualified personnel are assigned to meet project objectives.

Typical Euna responsibilities include:

- Coordinating the development of the project plan in consultation with the Customer Project Manager and team members
- Ensuring the timely execution of Euna's deliverables
- Ensuring that members of the Customer team are sufficiently educated in the Euna Budget application and understand the implications of initial design decisions
- Providing the Customer with timely and detailed descriptions of the items identified as "Customer task" within this SOW, along with their expected completion dates
- Providing regular progress status reports to the key team members
- Advising the Customer of the impact on the expected delivery dates of any Euna or Customer deliverable is advanced or delayed
- Tracking issues through an issue log
- Authoring and coordinating the approval of change order estimates, and the execution of the deliverables approved

5. Assumptions

This project assumes that implementation will be conducted primarily through remote collaboration using Euna's standard toolsets for communication and documentation. Project success is contingent on timely participation from Customer stakeholders and data readiness. Any material changes to the project scope or timeline will require a formal change order and may result in adjustments to fees or timelines. Project start is dependent on contracting.

6. Change Control Process

6.1 Purpose

To ensure alignment and control throughout the project, any changes to the approved project scope, schedule, or cost must follow a formal change control process.

6.2 Change Request Submission

Either Euna or the Customer may initiate a change by completing and submitting **Change Order Form (Exhibit 1)**. The form must include a description of the change, originator, justification, and an assessment of potential impacts on scope, schedule, cost, and resources. Any proposed change must go through an approval process before implementation.

Operational changes, such as adjustments to internal processes, documentation updates, or clarification of existing deliverables that do not materially affect scope, schedule, cost or contractual obligations, may be approved at the project team level and do not require a formal Change Order, provided they do not:

- Add or remove existing deliverables
- Result in additional costs
- Impact contractual milestones or timelines
- Require Customer sign-off under the terms of the contract

In projects where a dedicated Project Manager is not assigned, change control responsibilities will be carried out by the designated Implementation Lead, or teams within Euna, hereafter referred to collectively as the 'Project Representative'.

- **Identify the change** – a stakeholder identifies a potential change and submits the request to the project representative, including rationale and anticipated impact
- **Internal Review and Impact Assessment** – The project representative will conduct an internal review to assess the impact of the proposed change on scope, timeline, budget, resources, and risk. Based on this assessment, the change may be accepted, modified, or rejected. If the change is accepted or modified and deemed to require formal documentation, a Change Order Form will be submitted to the Customer for approval.

6.3 Approval and Authorization

All changes requiring a formal Change Order Form must be approved in writing by authorized representatives of both Euna and the Customer. A signed Change Order Form shall serve as authorization to proceed with the work described therein.

If the Customer requires a formal amendment to the contract or SOW, Euna will collaborate with the Customer to execute the amendment in accordance with their contractual procedures. The Change Order will serve as the basis for the amendment. No additional work beyond the scope of the signed Change Order will be initiated until the amendment is fully executed.

6.4 Implementation and Documentation

Once a change is approved through a signed Change Order Form, Euna will update the project management plan, associated baselines, and any relevant documentation to reflect the approved change. If the change affects contractual terms such as scope, cost, timeline, or deliverables, the SOW will be updated through a formal amendment or addendum, in accordance with the Customer's contractual procedures.

The Project Representative will oversee execution of the change. Implementation will not begin until all required approvals are obtained and, where applicable, the contract amendment is fully executed.

All relevant stakeholders will be informed of the approved change to ensure alignment and transparency. The Project Representative will monitor the change's impact to confirm it supports project goals and does not introduce unintended risks.

The Project Representative will maintain a Change Log to track all approved changes. The Change Log will also serve as the source of truth for the current SOW baseline and version history.

7. Risk Management

Euna and the Customer will work together to identify and address risks that may affect the project's scope, schedule, budget, or quality. Risks will be reviewed during regular project meetings, and mitigation steps will be agreed upon in writing where appropriate. Each party is responsible for promptly notifying the other of any known or anticipated risks within their control and for taking reasonable steps to minimize such risks. Euna shall not be liable for delays, increased costs, or other impacts arising from risks caused by the Customer, third-party vendors, or circumstances outside of Euna Solutions' reasonable control. Unresolved risks will be escalated through the governance process defined in this SOW.

8. Support and Maintenance

Euna will provide Support and Maintenance in accordance with its then-current support policy, as described in the Agreement. Support includes incident reporting, resolution tracking, and escalation processes. Service Level Agreements (SLAs) (e.g., uptime commitments, response times) are as defined in the Agreement.

9. Glossary of Terms

This section provides definitions of terms used throughout this document for clarity. The presence of a term in this glossary does not imply that the subject is applicable to this SOW's scope of work unless explicitly stated in Section 2. Scope of Work.

Term	Definition
Euna Team	Project Management, Implementation Consultants, and Technical Support staff assigned by Euna to deliver services defined in the SOW.
Customer	The organization receiving services and implementing the Euna solution.
Project	A time-bound effort to implement and configure one or more Euna products or services, as outlined in this SOW.
Module	A discrete component of a Euna software product that provides specific functionality. For example, Budget Pro includes modules such as Operating Budget, Personnel, Capital Planning, etc.
Go-Live	The point in a project when the Euna software tool or module is available for use by the Customer for real business operations.
Sandbox	A non-production environment used for testing, training, and user validation, as applicable.
Configuration	The process of tailoring the system to meet Customer-specific requirements.
Customization	Non-standard products or services that are designed and developed to address a particular Customer's requirements and are not part of Euna's generally available offerings.
Integration	The automated exchange of data between Euna products and third-party systems (e.g., ERP, FMS, HRIS).

Term	Definition
Milestone	A significant point or event in a project that marks the completion of a major deliverable, phase, or decision, used to measure progress and signal readiness to move forward.
Deliverable	A clear and agreed-upon result of the work being done such as a document, report, design, system feature, or other item the project team is responsible for providing.
Project Change Order (PCO)	A formal document used to manage scope, timeline, or pricing changes during the project lifecycle.
In Scope	The work performed to deliver the products and services that are included in this SOW.
Out of Scope	The work required to deliver products and services not included in this SOW.

10. Signatures

IN WITNESS WHEREOF, the Customer, intending to be legally bound, has executed this Statement of Work as of the Effective Date below.

Cumberland County, ME

Authorized Signatory:

Name:

Title:

Effective Date: _____

Euna Solutions, Inc. (Optional)

Authorized Signatory: _____

Name:_____

Title: _____

Date: _____

11. Exhibits

Exhibit 1: Change Order Form

Request Submission Information:

Euna Solution Name	
Customer Name	
Name of Authorized Requestor	
Project Name	
Contract Number	
Change Order Number	
Submission Date:	

Impact Assessment:

Impacted Element	**Description of Change Impact**
Scope	
Schedule	
Cost	
Resource Impact	

Change Summary:

All other scope, deliverables, milestones, pricing, and terms remain unchanged.

Pricing, Terms and Conditions

This Change Order applies solely to the delivery of Euna Solutions products and professional services described herein and shall not alter any other terms of the governing agreement between Euna Solutions (“Euna”) and the Customer. Except as expressly modified by this Change Order, all pricing, terms, and conditions of the governing agreement remain in full force and effect. All work authorized under this Change Order is governed by the terms and conditions of the governing agreement. In the event of a conflict between this Change Order and the governing agreement, the governing agreement shall control unless expressly stated otherwise herein.

Payment Terms

Payment for the services and deliverables specified in this Change Order is due 100% upon signature of this document, unless otherwise stated in the governing agreement.

Approvals

By signing below, both parties authorize this Change Order and agree to the scope, pricing, and terms defined herein. No work outside the scope of this Change Order will be performed. This Change Order is governed by the Agreement and will be incorporated into the applicable SOW(s) if the change affects contractual terms such as scope, cost, timeline, or deliverables. If a separate formal amendment to the Agreement is required, the parties agree to execute such amendment; however, this Change Order shall remain a binding authorization for the changes described herein unless and until such amendment is executed.

Client Authorized Signature: _____

Client Authorized Printed Name: _____

Title: _____

Date: _____

Euna Authorized Signature: _____

Euna Authorized Printed Name: _____

Title: _____

Date: _____

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-043 **Agenda Date:** 4/21/2026 **Agenda #:**

Agenda Item Request

Authorize the Cumberland County EMA Director and the Board of Commissioners to enter into the 2026 Intercounty Maine Mutual Aid Agreement between Cumberland County EMA and other Maine Counties.

Background and Purpose of Request

The Maine County Emergency Management Mutual Aid Agreement is a document that authorizes the use of EMA resources between Counties in times of disaster. It lays out the process of providing or receiving assistance as well as some standard language on liability and workers compensation.
The 2026 version of this agreement is near identical to the 2022 agreement which Cumberland County is party to but expired on December 31, 2028.
The only change of substance between versions is in Section C, paragraph 3. The previous version read "The County EMD that agrees to deploy resources shall gain authorization from their County Commissioners to respond to a resource request, unless the County Commissioners have prior delegated this authority to the County EMD."
The new text allows a County EMD to deploy staff for a single operational period but requires Commissioner approval for subsequent periods. This was done to allow rapid response during disasters. An operational period can typically be anywhere from 6-12 hours.

Requestor

Michael Durkin, EMA Director

Effective Date if Applicable

This agreement becomes effective upon signature and is valid until December 31, 2028.

Maine
Cumberland County

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners

From: Michael Durkin, Director- Cumberland County Emergency Management Agency

Date: March 20, 2026

Subject: Intercounty EMA Mutual Aid Agreement

Requested Action

CCEMA requests that the Commissioners authorize signature of the 2026 Intercounty Mutual Aid Agreement.

Background and Purpose of Request

The Maine County Emergency Management Mutual Aid Agreement is a document that authorizes the use of EMA resources between Counties in times of disaster. It lays out the process of providing or receiving assistance as well as some standard language on liability and workers compensation.

The 2026 version of this agreement is near identical to the 2022 agreement which Cumberland County is party to but expired on December 31, 2028.

The only change of substance between versions is in Section C, paragraph 3. The previous version read "The County EMD that agrees to deploy resources shall gain authorization from their County Commissioners to respond to a resource request, unless the County Commissioners have prior delegated this authority to the County EMD."

The new text allows a County EMD to deploy staff for a single operational period but requires Commissioner approval for subsequent periods. This was done to allow rapid response during disasters. An operational period can typically be anywhere from 6-12 hours.

Funding Amount and Source

Not applicable.

Effective Date

This agreement becomes effective upon signature and is valid until December 31, 2028.

Attachments

- Intercounty EMA Agreement (4 pages)

2026
Maine County
Emergency Management
Mutual Aid Agreement

County Director's Council

Sponsored by the:
Maine Emergency Management County Director's Council
(MEMCDC)

MAINE COUNTY EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

A. PURPOSE:

1. The undersigned Officers for the 16 Counties in the State of Maine hereby agree to render reciprocal disaster and emergency management aid and assistance to one another, in accordance with Title 37-B M.R.S.A. Chapter 13 § 784.

2. It is desirable that the resources of the participating counties be made available throughout the state to assist in combating the effects of emergencies and disasters to include, but not limited to, weapons of mass destruction and hazardous materials incidents, floods, fires, earthquakes, hurricanes, coastal storms and winter storms, or any other manmade or natural disaster. This agreement will provide for effective resource management by the sharing of emergency management assets between the counties.

3. Each party to this agreement agrees to furnish resources and services to each other as requested for the response, recovery and mitigation of an emergency or disaster in accordance with the requesting county's Emergency Operations Plans (EOP).

B. COORDINATING OFFICIAL: The County Emergency Management Director (EMD) is the civil official who is tasked with the responsibility and authority to facilitate cooperation in the work of disaster mitigation, preparedness, response and recovery. The County EMD serves as a liaison between municipal, county, state and Federal emergency management entities.

C. PROCEDURES FOR REQUESTING AND PROVIDING ASSISTANCE

1. The County EMD of the county requesting assistance shall gain authorization from that county's commissioners to activate this agreement, unless the County Commissioners have prior delegated this authority to the County EMD.

2. The County EMD needing assistance will contact other County EMDs, as necessary, to request assistance. The initial request may be verbal, but the verbal request shall be followed up with a formal letter, signed and on county letterhead.

3. The County EMD that agrees to deploy resources shall respond to the requested County. Following the completion of the first operational period, the EMD from the requested county shall gain approval from their County Commissioners for subsequent operational periods. The County providing resources shall advise the requesting County as soon as possible.

4. The counties activated under this agreement (both requesting and providing) shall provide notification of their actions to the Maine Emergency Management Agency (MEMA).

5. Personnel assignments may be requested for a period of up to fourteen (14) calendar days, following two options can occur:

a. The County providing personnel resources may consider their deployment complete. Their assets will be released to return to their home county. The county providing personnel may replace with other staff resources or they may negotiate a longer stay.

b. Another county may be requested to provide personnel resources to the County needing assistance.

D. INTEROPERABLE COMMUNICATIONS: Each County EMD hereby authorizes the other County EMDs to program their emergency management radio frequencies into their 2-way radios. County EMDs should only utilize other counties' frequencies during exercises or when it is necessary to contact another county on their frequency/channel.

E. REIMBURSEMENTS, LIABILITY AND WORKERS COMPENSATION

1. This Agreement provides that the County employee responding to another county will continue to be compensated by their employer for regular salary and benefits during the response for normal work periods up to fourteen (14) consecutive calendar days. The requesting County shall be responsible for providing lodging, meals, incidentals and mileage. This shall be at the established rate of the sending County. EMA volunteers may be used and shall be entitled to the same lodging, meals, incidentals and mileage. Volunteers responding under this agreement are considered covered under title 37-B MRSA for the purposes of Workers Compensation and liability.

2. Each member to this agreement shall be responsible for compensation of damages to its own equipment and vehicles which occurs while aid to the other county is being rendered.

3. Each member to this agreement shall be liable for the actions of its own employees which occurs while aid to the other county is being rendered.

4. Each County EMD shall be responsible for ensuring that their staff and volunteers are qualified and capable of completing the assignments given to them.

5. It is hereby understood that all resources and services provided under this agreement shall be at the discretion of the County providing the resources. The County providing resources shall have the primary interest of protecting its own constituency and does not assume any responsibility or liability for not providing requested resources or services to other parties of this agreement. Decisions shall be made with respect to availability of resources and services at the time of the request. Should an emergency or disaster event subsequently impact the County providing the resources, the assignment may be terminated.

H. AGREEMENT REPRESENTATIVE

1. The duly appointed county emergency management director from each member county shall represent their county on any discussions concerning the mutual aid agreement.

2. No provision of this Agreement may be modified, altered, or rescinded without the approval of the Board of Commissioners of all member counties.

I. DURATION: This Agreement shall remain in effect until December 31, 2028, at which time said Agreement may be updated and renewed.

J. WITHDRAWING FROM THE AGREEMENT: Any member County that desires to withdraw from this Agreement shall provide a written and signed notice to all other member counties, at least 30 days prior to withdrawing from this Agreement.

K. COPIES PROVIDED: This Agreement shall be filed on record with the county commissioner's office of each member county. It shall also be kept on file at each member county emergency management agency. A copy of this agreement shall also be provided to the Maine Emergency Management Agency.

L. VALIDATION: Should any portion or section of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion or section; and the

remaining portions of this Agreement shall remain in full force and effect without regard to the section or portion or power invalidated.

MAINE COUNTY EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT SIGNATORY PAGE

EXECUTED FOR THE COUNTY OF _____

BY THE BOARD OF COMMISSIONERS

Emergency Management Director	Date
Commissioner, Chair	Date
Commissioner	Date
Commissioner	Date
Commissioner	Date
Commissioner	Date

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-044 **Agenda Date:** 4/21/2026

Agenda Item Request

Acceptance of an additional $2,025,665.99 in grant funds from the Howard Buffet Foundation for the Sheriff's Office Human Trafficking Initiative.

Background and Purpose of Request

I wanted to update Commissioners on the significant progress we have made in developing the Human Trafficking Intelligence Analyst position. As you are aware, we were before the Commissioners in March concerning the partnership with Preble Street and the Buffett Foundation to address the increasing prevalence of organized criminal human trafficking in the State of Maine. The Buffett Foundation has identified Maine as one of three states experiencing a sharp rise in these offenses and selected our agency as its sole law enforcement partner within the state. In March, the Commissioners accepted a $500,000.00 grant over five years. We have received word from the Howard Buffet Foundation that they would like to provide additional grant funds towards this initiative. This additional opportunity would increase the grant to $2,525,665.99, an increase of $2,025,665.99.

As previously discussed, the Buffett Foundation has committed to fully funding a new Criminal Intelligence Analyst position-distinct from the existing Criminal Analyst role-for the next five years. In addition, the Foundation has agreed to fund 50% of the total compensation for a detective assigned to human trafficking investigations over the same period. Detective Ben Schaffer is currently assigned to the regional human trafficking task force, where he attends regular monthly meetings and actively contributes to case development. Additionally, the new proposed budget includes overtime funding for the detective and intelligence analyst.

I became aware of the Grant funding increase during a recent budget conversation with Preble Street and Buffett Foundation representatives. On April 6th, I was presented with an updated budget from the Buffett Foundation that included the funding increase. The budget provided by the Buffett Foundation for this initiative has increased to over 2.5 million dollars. This amount includes the original amount and 5-year term previously accepted by the Commissioners. As this partnership grows and we identify other needs that will help strengthen our investigative capabilities, we can request additional funding from the Buffet Foundation to accomplish our goals.

This partnership has been instrumental in identifying funding opportunities for critical investigative resources, including personnel, specialized equipment, investigative software, and advanced training. The initial proposal to fund the Criminal Intelligence Analyst position was approved by the County Commissioners and represents a substantial enhancement to our investigative capabilities. I became aware of the Grant funding increase during recent conversations with Preble Street and Buffett Foundation representatives.

Since joining the agency, I have identified several areas where the Criminal Investigations Division (CID) requires growth to meet the demands of increasingly complex cases. One of the most significant gaps is our current inability to effectively extract and analyze electronic data from devices such as

cellular phones, computers, and other storage media. This limitation directly impacts the quality, efficiency, and completeness of our investigations.

The additional funding opportunity provided through this partnership comes at a critical time. CID is routinely tasked with investigations involving digital evidence, and the acquisition of modern forensic tools, software, and training will significantly improve our ability to conduct thorough and timely investigations. All equipment, training, and personnel funded through this initiative will remain under the operational control of the Sheriff's Office and will support all CID investigations-not solely those related to human trafficking.

Importantly, the Foundation's offer to fund 50% of the detective's compensation carries no conditions beyond our continued participation in the regional human trafficking working group. We will not add any detective positions beyond our current staffing, the Sheriff's Office did not solicit the increased grant funding.

The Buffett Foundation has established similar partnerships with law enforcement agencies across the country, funding personnel, equipment, and training without issue. I have maintained ongoing communication with Hailey Virusso, Director of Anti-Trafficking Services at Preble Street and the local representative for the grant, and have identified no concerns regarding the structure or expectations of this partnership.

Looking ahead, additional funding opportunities may become available as we implement this position and identify further areas for growth. Our goal is to have the new analyst hired and in place by July 1, 2026. I am currently working with Foundation representatives to evaluate investigative software, subscription services, forensic data extraction tools, and training programs that will best enhance our capabilities. The Foundation has already agreed to fund these important investigative resources.

This investment in investigative technology will bring our capabilities more in line with those of similarly sized law enforcement agencies across New England. As the five-year partnership period nears its end, we intend to discuss its success and whether to continue the partnership with the County Commissioners. I respectfully request the opportunity to speak on behalf of my request at the next Commissioners meeting. I will have Hailey Virusso of Preble Street and the Howard Buffet Foundation with me to answer any questions the Commissioners may have.

Requestor

Captain Dean Fredericks, Sheriff's Office

Presentation

Yes

Funding Amount and Source

See attached position paper and budget See attached budget breakdown of wages, benefits, equipment, training, Etc.

Effective Date if Applicable

June 2026

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Dean Fredericks
DATE:	04/13/2026
SUBJECT:	Acceptance of an Additional $2,025,665.99 in Grant Funds from Howard Buffet Foundation

Requested Action: Acceptance of an additional $2,025,665.99 in grant funds from the Howard Buffet Foundation for the Sheriff's Office Human Trafficking Initiative.

Background & Purpose of Request:

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Funding Amount and Source: See attached funding source document - Howard Buffet Foundation

Attachments: See attached budget breakdown of wages/benefits/equipment/training/Etc.

Agenda Item Number: _____ **Date on Agenda:**_____

Result

Mover: Seconder:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date

Cumberland County Sheriff's Office

Budget Detail

4/2/2026

Proposed Program Cost $2,525,665.99

	Unit Type	Year 1 Cost per Unit	Year 1 Units	Year 1 Total	Year 2 Cost per Unit	Year 2 Units	Year 2 Total	Year 3 Cost per Unit	Year 3 Units	Year 3 Total	Year 4 Cost per Unit	Year 4 Units	Year 4 Total	Year 5 Cost per Unit	Year 5 Units	Year 5 Total	Total Cost	Notes (required)
1 Salaries																		
Criminal Intelligence Analyst	Annual Salary	$59,883.20	100%	$59,883.20	$62,878.40	100%	$62,878.40	$66,019.20	100%	$66,019.20	$69,322.29	100%	$69,322.29	$72,788.40	100%	$72,788.40	**$330,891.49**	Cumberland County, Maine - Serve as core law enforcement partner on MDT, investigate tracking and labor exploitation
Criminal Intelligence Analyst	Overtime	$5,182.80	100%	$5,182.80	$5,441.94	100%	$5,441.94	$5,714.04	100%	$5,714.04	$5,999.74	100%	$5,999.74	$6,299.73	100%	$6,299.73	**$28,638.25**	10 hours per month
Detective	Annual Salary	$87,152.00	50%	$43,576.00	$92,352.00	50%	$46,176.00	$96,969.60	50%	$48,484.80	$101,818.08	50%	$50,909.04	$106,908.98	50%	$53,454.49	**$242,600.33**	Salary after year 2 is based on a 5% annual raise. Actual Raise is subject to union contract.
Detective	Overtime	$7,542.60	100%	$7,542.60	$7,992.00	100%	$7,992.00	$8,391.60	100%	$8,391.60	$8,811.18	100%	$8,811.18	$9,251.74	100%	$9,251.74	**$41,989.12**	10 hours per month
		$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	**$0.00**	
		$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	**$0.00**	
Total Salaries				**$116,184.60**			**$122,488.34**			**$128,609.64**			**$135,042.25**			**$141,794.36**	**$644,119.19**	
																	$284,589	
2 Fringe benefits																		
Criminal Intelligence Analyst	Based on Salary	$65,066.00	65%	$42,292.90	$68,320.34	65%	$44,408.22	$71,733.24	65%	$46,626.61	$75,322.03	65%	$48,959.32	$79,088.13	65%	$51,407.28	**$233,694.33**	Health Insurance - 30.33% Dental Insurance - 0.45% Retirement - 10.44% Social Security - 6.35% Medicare - 1.48% Holiday Time - 5.12% Earned Time - 10.83%
Detective	Based on Salary	$51,118.60	63%	$32,204.72	$54,168.00	63%	$34,125.84	$56,876.40	61%	$34,694.60	$59,720.22	60%	$35,832.13	$62,706.23	60%	$37,623.74	**$174,481.03**	Health & Dental Insurance - 25.48% Retirement - 10.89% Social Security - 5.28% Medicare - 1.23% Holiday Time - 5.32% Vacation Time - 7.37% Sick Leave - 4.91% Personal Time - 0.82%
		$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	**$0.00**	
		$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	**$0.00**	
		$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	$0.00	0%	$0.00	**$0.00**	
Total Fringe benefits				**$74,497.62**			**$78,534.06**			**$81,321.21**			**$84,791.45**			**$89,031.02**	**$408,175.36**	
3 Travel																		
Airfare	e.g., per RT	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Accomodations	e.g., per night	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Meals	e.g., per day	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Mileage	e.g. per mile	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Total Travel				**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**	$0.00	
4 Contracted services and consultants																		
Consultants																		
Consultant #1	e.g., per month	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	E.g., consultant will provide training and technical assistance.
Consultant #2		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Consultant #3		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Contracted Services																		
Contracted service #1	e.g., per service	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	E.g., hired services to support grant (non-consultant)
Contracted service #2		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Contracted service #3		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Total Contracted services and consultants				**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**	$0.00	
5 Capital equipment																		
Laptop (Analyst)	One-Time	$7,900.00	1	$7,900.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$7,900.00**	laptop for one employee
Samuri Talino Digital Forensics Workstation	One-Time	$10,669.00	1	$10,669.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$10,669.00**	Digital Forensics workstation.
G-Raid External Hard Drive (40TB)	One-Time	$1,963.00	1	$1,963.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$1,963.00**	Digital Forensic Evidence & Sensitive Data Storage, Transfer, Retention
Encrypted Hard Drive	One-Time	$790.00	1	$790.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$790.00**	Digital Forensic Evidence & Sensitive Data Storage, Transfer, Retention
Misc. Digital Forensics Equipment	One-Time	$7,000.00	1	$7,000.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$7,000.00**	Establishing/maintaining a physical digital forensics lab capability
Total Capital equipment				**$28,322.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**	$28,322.00	
6 Other direct costs																		
Employee Cell Phone	Annual Exp	$600.00	1	$600.00	$600.00	1	$600.00	$600.00	1	$600.00	$600.00	1	$600.00	$600.00	1	$600.00	**$3,000.00**	Cell phone for one employee
Magnet Forensics GrayKey Essentials	Per Item	$15,537.00	1	$15,537.00	$17,090.70	1	$17,090.70	$18,799.77	1	$18,799.77	$20,679.75	1	$20,679.75	$22,747.72	1	$22,747.72	**$94,854.94**	Digital intel tool for mobile devices, computers, etc.
Cellebrite PATHFINDER (Server)	Per Item	$23,500.00	1	$23,500.00	$25,850.00	0	$0.00	$28,435.00	0	$0.00	$31,278.50	0	$0.00	$34,406.35	0	$0.00	**$23,500.00**	Digital intel tool for mobile devices, computers, cloud storage, etc. Server license
Cellebrite PATHFINDER (License)	Per Item	$53,460.00	1	$53,460.00	$58,806.00	1	$58,806.00	$64,686.60	1	$64,686.60	$71,155.26	1	$71,155.26	$78,270.79	1	$78,270.79	**$326,378.65**	Digital intel tool for mobile devices, computers, cloud storage, etc.
Cellebrite Inseyets Pro	Per Item	$20,928.00	1	$20,928.00	$23,020.80	1	$23,020.80	$25,322.88	1	$25,322.88	$27,855.17	1	$27,855.17	$30,640.68	1	$30,640.68	**$127,767.53**	Cellebrite add-on feature for advance device access and extraction, quick view file system and time-saving tools.
MotionSafe - previously branded as "AutoG	Per Item	$20,000.00	1	$20,000.00	$10,000.00	1	$10,000.00	$10,000.00	1	$10,000.00	$10,000.00	1	$10,000.00	$10,000.00	1	$10,000.00	**$60,000.00**	Requires a lawful warrant. Vehicular Forensics tool that streamlines US Law Enforcement efforts from approximately 40-60 manual hours down to 30-60 seconds. Built for the Federal Government and Insurance sectors to assist with extracting vehicular forensics data.
NexusXplore	Per Item	$24,600.00	1	$24,600.00	$27,060.00	1	$27,060.00	$29,766.00	1	$29,766.00	$32,742.60	1	$32,742.60	$36,016.86	1	$36,016.86	**$150,185.46**	Commercially-Available Public Record Data tool - super admin license for ARC
Whooster OWL	Per Item	$6,100.00	4	$24,400.00	$6,710.00	4	$26,840.00	$7,381.00	4	$29,524.00	$8,119.10	4	$32,476.40	$8,931.01	4	$35,724.04	**$148,964.44**	Criminal intelligence database/platform. HGBF grantees all have this and we are trying to get all intel analysts on it.
LightBox Vision - previously branded as "La	Per Item	$13,750.00	1	$13,750.00	$15,125.00	1	$15,125.00	$16,637.50	1	$16,637.50	$18,301.25	1	$18,301.25	$20,131.38	1	$20,131.38	**$83,945.13**	Property record data tool to identify detailed ownership of physical addresses across the U.S., referred by the FBI.
Authentic8 SILO	Per Item	$1,950.00	2	$3,900.00	$2,145.00	2	$4,290.00	$2,359.50	2	$4,719.00	$2,595.45	2	$5,190.90	$2,855.00	2	$5,709.99	**$23,809.89**	Advanced Operational Security (OPSEC)/Investigative Tool
TLO, CLEAR, ACCURINT, idiCORE	Per Item	$27,500.00	2	$55,000.00	$30,250.00	2	$60,500.00	$33,275.00	2	$66,550.00	$36,602.50	2	$73,205.00	$40,262.75	2	$80,525.50	**$335,780.50**	Public Record Data - criminal investigations research software - common across LE agencies around the country.
Total Other direct costs				**$255,675.00**			**$243,332.50**			**$266,605.75**			**$292,206.33**			**$320,366.96**	$1,378,186.53	
7 Field-level program interventions																		
e.g., outreach material, etc.	e.g., per item	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
e.g., extensionist training, etc.		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
		$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$0.00**	
Total Field-level interventions				**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**	$0.00	

TOTAL DIRECT				$474,679.22		$444,354.90		$476,536.60		$512,040.03		$551,192.34	$2,458,803.09	
8 Indirect costs (must not exceed 10% of total cost)														
Professional Development Training (Analyst	Per Item	$5,000.00	1	$5,000.00	$5,000.00	1	$5,000.00	$5,000.00	1	$5,000.00	$5,000.00	1	$5,000.00	$5,000.00	1	$5,000.00	**$25,000.00**	
Professional Conferences (Analyst)	Per Item	$3,500.00	1	$3,500.00	$3,500.00	1	$3,500.00	$3,500.00	1	$3,500.00	$3,500.00	1	$3,500.00	$3,500.00	1	$3,500.00	**$17,500.00**	
Membership/Association Dues (Analyst)	Per Item	$150.00	1	$150.00	$150.00	1	$150.00	$150.00	1	$150.00	$150.00	1	$150.00	$150.00	1	$150.00	**$750.00**	
Magnet Forensics GrayKey Examinations Co	Annual	$4,179.00	2	$8,358.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00	**$8,358.00**	Digital Forensics
Cellebrite CMFF Course	One-Time	$1,900.00	2	$3,800.00	$2,090.00	0	$0.00	$2,299.00	0	$0.00	$2,528.90	0	$0.00	$2,781.79	0	$0.00	**$3,800.00**	Digital Forensics
Cellebrite CCO/CCPA Certification (Initial)	One-Time	$4,845.00	2	$9,690.00	$5,329.50	0	$0.00	$5,862.45	0	$0.00	$6,448.70	0	$0.00	$7,093.56	0	$0.00	**$9,690.00**	Digital Forensics
Cellebrite CCO/CCPA Recertification	Annual	$330.00	0	$0.00	$363.00	0	$0.00	$399.30	2	$798.60	$439.23	0	$0.00	$483.15	2	$966.30	**$1,764.90**	Digital Forensics
Total Indirect costs				**$30,498.00**			**$8,650.00**			**$9,448.60**			**$8,650.00**			**$9,616.30**	**$66,862.90**	
TOTAL DIRECT + INDIRECT				$505,177.22		$453,004.90		$485,985.20		$520,690.03		$560,808.64	$2,525,665.99	

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-045 **Agenda Date:** 4/21/2026

Agenda Item Request

Authorize the Cumberland County Board of Assessment Review (BAR) to hear and decide applications for poverty abatement appeals submitted to Cumberland County.

Background and Purpose of Request

Taxpayers who own property in Cumberland County may appeal local property tax abatement decisions to the County Commissioners, by law, when the municipality where the property is located has not established a local board of assessment review. In 2010, the Cumberland County Commissioners voted to establish a County Board of Assessment Review (BAR) to hear property tax appeals that would have otherwise been submitted to the Commissioners, but retained the authority to hear appeals of local poverty abatement decisions.

Over time, given the infrequency of these appeals, it became unclear whether the BAR has authority to hear all property tax appeals or whether the Commissioners still have the authority to hear poverty abatement appeals. For example, an appeal of a poverty abatement decision was heard by the County BAR in 2018.

The purpose of this item is to clarify the authority of the BAR and to provide guidance to staff on how to proceed when handling property tax appeals to the County.

Effective Date April 21, 2026

Recommended Motion

Whereas the County Commissioners voted on May 10, 2010 to establish a 7-member Board of Appeals to hear all appeals to the County Commissioners except for poverty appeals;

The Cumberland County Commissions hereby vote, pursuant to 36 M.R.S. § 841(1-A), to authorize the Cumberland County Board of Assessment Review (BAR) to hear all appeals to the County Commissioners, including appeals of poverty abatement decisions.

Maine
Cumberland County

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: James H. Gailey
Date: April 21, 2026
Subject: Review and Action on Authority of the Board of Assessment Review

Requested Action

Authorize the Cumberland County Board of Assessment Review (BAR) to hear and decide applications for poverty abatement appeals submitted to Cumberland County.

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April 21, 2026

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Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-046 **Agenda Date:** 4/21/2026 **Agenda #:**

Agenda Item Request

Authorize the County Manager to modify the United States Marshals Service Intergovernmental Agreement (IGA) No. 36-99-0088 to reflect the exclusion of Immigration and Customs Enforcement (ICE) detention at the Cumberland County Jail.

Background and Purpose of Request

For close to a year, the County Commissioners have received requests from citizens to remove the County out of the federal contract for the holding of ICE inmates at the County Jail. The Commissioners have had a series of meetings over the last year to hear concerns and learn about the contract arrangement. Commissioners have also explored the legality of the holding of all public safety inmates at the county jail as it applies to State Statute and MDOC Mandates and have continued to track a few legislative bills this year that would play a role in the legality of holding federal inmates.
Recently, staff have been in contact with third-party consultants, who have handled similar amendments and have been provided guidance, on how to approach such an amendment. A draft letter has been created for Commissioner review.
The Commissioners have instructed staff to place the Marshals contract on the April 21st meeting for Commissioner consideration.

Effective Date if Applicable

April 21, 2026

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-046 **Agenda Date:** 4/21/2026

Agenda Item Request

Authorize the County Manager to modify the United States Marshals Service Intergovernmental Agreement (IGA) No. 36-99-0088 to reflect the exclusion of Immigration and Customs Enforcement (ICE) detention at the Cumberland County Jail.

Background and Purpose of Request

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The Commissioners have instructed staff to place the Marshals contract on the April 21st meeting for Commissioner consideration.

Effective Date if Applicable

April 21, 2026

Cumberland County Government
27 Northport Drive, Portland, Maine 04103
207-871-8380 • cumberlandcounty.org

James H. Gailey, County Manager

April 8, 2026

Tiffani Eason
A Chief, Intergovernmental Agreements Branch
U.S. Department of Justice
Intergovernmental Agreements Branch
Office of Detention Services
Prisoner Operations Division
United States Marshals Service
Washington, D.C. 20530-1000

Re: Modification of United States Marshals Service Intergovernmental Agreement (IGA) No. 36-99-0088

Dear Ms. Eason:

Pursuant to Clause 30, IGA Amendments (May 2021), Cumberland County Jail is requesting modification of IGA No. 36-99-0088. Specifically, Cumberland County Jail is requesting the following: (1) removal of ICE from Block 19. Other Authorized Agency User on page 1 of the IGA; and (2) removal of US Immigration and Customs Enforcement from Clause 25, Billing and Financial Provision (May 2021). The Cumberland County Jail will continue to house USMS prisoners pursuant to IGA No. 36-99-0088.

We are requesting that the modification be made effective as soon as possible. Please do not hesitate to contact me with any questions.

Thank you for your attention to this matter.

Sincerely,

James H. Gailey
County Manager